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 Quick
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, JULY 6, 2026 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

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

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

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Freedom Grows Through Service Recognition
      - Department of Building & Permitting *(Dean Klement)*
      - Department of Finance *(Desmond Chin)*
      - Department of Human Resources, Communications & Grants *(Olga Cadaval)*
      - Department of Information Technology *(Eric Machado)*

- Department of Parks & Recreation *(Fanny Carmona)*
- Department of Planning & Zoning *(Javier Gonzalez)*
- Department of Public Services-Facilities Maintenance *(Dionisio Torres)*
- Policing Unit *(Major Antonio Rodriguez)*
- Village Clerk *(Missy Arocha)*
- Village Manager *(Nick Marano)*

3. APPROVAL OF MINUTES

A. Regular Council Meeting (June 1, 2026)

B. Special Council Meeting (June 15, 2026)

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. Attorney Expenses

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar: July 2026

8. BOARD AND COMMITTEE REPORTS

A. Charter Revision Commission Meeting (May 11, 2026)

B. Charter Revision Commission Meeting (June 3, 2026)

C. Charter Revision Commission Meeting (June 17, 2026)

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, REPEALING AND RESCINDING ORDINANCE 2026-

01; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council) (Passed on First Reading at the Special Council Meeting of June 15, 2026)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE OF ORDINANCES REGARDING CONSENT AGENDA PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 20-7, "FEE WAIVER PROGRAM TRANSPARENCY AND FISCAL ACCOUNTABILITY," RELATING TO VILLAGE FEE WAIVERS; ESTABLISHING REQUIREMENTS FOR STANDARDIZED COST-ACCOUNTING; DISCLOSURE OF THE FULL COST OF FEE WAIVERS AND ANNUAL REPORTING; REQUIRING DISCLOSURE OF CUMULATIVE ANNUAL SUPPORT PROVIDED TO EACH ORGANIZATION; DIRECTING THE VILLAGE MANAGER TO REPORT TO THE VILLAGE COUNCIL WITH RECOMMENDATIONS REGARDING ANNUAL PROGRAM CAPS AND RECOVERY OF DIRECT COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

C. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE OPERATION OF MICROMOBILITY DEVICES AND ELECTRIC BICYCLES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE SAFE OPERATION OF MICROMOBILITY DEVICES, TO PROVIDE FOR PEDESTRIAN SAFETY, OPERATOR TRAINING, AND ENFORCEMENT, AND TO AUTHORIZE INTERLOCAL AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADLEY CONSTRUCTION GROUP, INC. TO CONSTRUCT THE PUBLIC SERVICES PARKING LOT PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-011; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS ($642,526.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF UNITED FLAVORS CREAMERY, LLC. PURSUANT TO RFP# 2026-12-009 TO OPERATE AND MANAGE THE CONCESSION STAND AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF CBIZ CPAS P.C., PURSUANT TO RFP# 2026-06-008 TO PROVIDE THE VILLAGE WITH AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FROM OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2030, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS ($249,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PHOENIX CONCRETE PLUS, INC. TO REPLACE DESIGNATED AREAS OF ASPHALT WALKWAYS/TRAILS WITHIN PALMETTO BAY PARK AND CORAL REEF PARK PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-012; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND EIGHTEEN CENTS ($198,921.18); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROFESSIONAL SERVICES; APPROVING A TASK ORDER UNDER THE VILLAGE'S GENERAL URBAN PLANNING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES INC. TO PERFORM A COMPREHENSIVE PARK AND MOBILITY IMPACT FEE STUDY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER

INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS ($79,920.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Planning and Zoning Director, Javier Gonzalez)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING SUPPORT FOR THE ECONOMIC DEVELOPMENT COUNCIL OF SOUTH MIAMI-DADE AND ITS 2026 SOUTH MIAMI-DADE COMPETITIVE ASSESSMENT; AUTHORIZING THE VILLAGE MANAGER TO COMMUNICATE THIS SUPPORT TO REGIONAL PARTNERS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 13, 2027, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Fanny Carmona, Parks & Recreation Director)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INTERLOCAL AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO RENEW A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Olga Cadaval, Communications Director)*

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF GENESIS PRIME GROUP, LLC. PURSUANT TO RFP# 2026-12-013 TO UPGRADE AND PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND SUPERVISION NECESSARY TO REPLACE THE EXISTING PRESSURIZED IRRIGATION PUMP STATION AT PALMETTO BAY PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($98,500.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

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 AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FISCAL YEAR 2026-2027; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Finance*

Director, Desmond Chin)

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS PROVIDED BY THE CHARTER REVISION COMMISSION IN ACCORDANCE WITH SECTION 6.2 OF THE VILLAGE CHARTER; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by the Charter Revision Commission and prepared by Village Attorney, Jaimie Mayer, Esq.)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS, INCLUDING CERTAIN AMENDMENTS PROPOSED BY THE CHARTER REVISION COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; 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, ESTABLISHING A CONTENT-NEUTRAL POLICY GOVERNING THE VILLAGE'S OFFICIAL SOCIAL MEDIA ACCOUNTS UNDER WHICH THE VILLAGE SHALL NOT POST, PUBLISH, OR DISSEMINATE CONTENT THAT RECOGNIZES, CELEBRATES, COMMEMORATES, OR ACKNOWLEDGES RELIGIOUS HOLIDAYS OR OBSERVANCES; PROVIDING FOR SCOPE AND EXCEPTIONS; PROVIDING FOR IMPLEMENTATION BY THE VILLAGE MANAGER; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE

DATE. *(Sponsored by Administration and prepared by Village Manager, Nick Marano)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING ENHANCED TRANSPARENCY AND FISCAL ACCOUNTABILITY FOR LEGAL SERVICES AND LITIGATION EXPENDITURES; REQUIRING REGULAR PUBLIC REPORTING OF LEGAL SERVICES AND LITIGATION EXPENDITURES; DIRECTING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING LITIGATION CHALLENGING THE PROPOSED CONSTITUTIONAL AMENDMENT ENTITLED "SAVE OUR HOMES FROM EXCESSIVE PROPERTY TAXES"; AUTHORIZING THE VILLAGE'S PARTICIPATION AS A PLAINTIFF IN SUCH LITIGATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CHAD FRIEDMAN, ESQ.; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

- FIRST BUDGET HEARING (MONDAY, SEPTEMBER 14, 2026)
- REGULAR COUNCIL MEETING (MONDAY, SEPTEMBER 14, 2026)

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 DISABILITIES 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:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (June 1, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026-06-01 Regular-Minutes
Exhibit A - Comments by Form

MINUTES
REGULAR COUNCIL MEETING
MONDAY, JUNE 1, 2026 – 7:00 PM

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

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS:

The Mayor and Village Council presented the following recognitions at 6:30 p.m.

A. Recognition of volunteer Diane Quick (Education Advisory Committee)
B. Recognition of Owen Rodier (U-14 US Youth National Soccer Team)

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 7:01 p.m. immediately following the recognitions.

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

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

A moment of silence was held in lieu of an invocation, and the Council led the pledge of allegiance.

Councilmember Marsha Matson **moved** to withdraw agenda Items 11A and 12A. The motion was **seconded** by Vice Mayor Mark Merwitzer.

Councilmember Marsha Matson stated that the items were related to pending litigation involving Councilmember Steve Cody and referenced an advisory opinion that was received from the Miami-Dade Commission on Ethics and Public Trust. She reported that, pending additional guidance from the Ethics Commission regarding potential voting conflicts, the items should be withdrawn from the agenda.

Prior to consideration of the motion, Councilmember Steve Cody inquired whether approval of the meeting minutes would take precedence over the pending motion to withdraw the agenda items.

Village Attorney John Quick advised that the Council could first consider approval of the meeting minutes.

Councilmember Steve Cody **moved** to approve the meeting minutes, and Vice Mayor Mark Merwitzer **seconded** the motion. All voted in favor (5-0). The motion passed unanimously.

The Council then resumed discussion of the motion concerning agenda items 11A and 12A.

Village Attorney John Quick explained that the advisory opinion from the Ethics Commission provides guidance to individual elected officials but does not prohibit a Councilmember from participating or voting on an item. He stated that the determination of whether a conflict exists is an individual decision to be made by the Councilmember based upon the facts of the matter and the guidance provided by the Ethics Commission. He further explained that the Village Attorney's Office does not prevent Councilmembers from voting and does not make the determination as to whether the circumstances triggering the Ethics Commission's guidance have been met.

Vice Mayor Mark Merwitzer requested clarification as to whether Councilmember Cody could participate in discussion or vote on the agenda items.

Village Attorney Quick responded that, consistent with the guidance received from the Ethics Commission, the Village Attorney's Office could not advise whether the circumstances requiring abstention had been triggered, as that determination rests with the individual Councilmember.

Councilmember Patrick Fiore expressed support for postponing consideration of the items to allow additional time for review by both the Charter Review Committee and the Ethics Commission. He **moved** to defer agenda items 11A and 12A to a Special Council Meeting scheduled for June 15, 2026, prior to the Zoning Hearing, noting that the Charter Review Committee was scheduled to meet prior to that date and that the additional time would allow the Ethics Commission to further consider the issues raised by members of the Council.

Village Attorney Quick explained the procedural distinction between withdrawing an item and deferring an item and explained that withdrawal would remove the item from the agenda, whereas deferral would continue the item to a date and time certain. He further reported that, with respect to agenda item 11A, any deferral should take into consideration the statutory ballot deadlines and the need to schedule any required first and second readings.

Mayor Karyn Cunningham questioned whether Special Council Meetings could be scheduled, if necessary, to satisfy applicable statutory deadlines.

Village Attorney Quick responded that such an approach was procedurally permissible. Mayor Karyn Cunningham stated that, based on the Charter Review Committee's schedule, she anticipated that the Committee's recommendations would be finalized by its next CRC meeting.

Councilmember Marsha Matson spoke in support of Councilmember Fiore's motion to defer the items.

Mayor Cunningham reported that the Council should first dispose of the motion currently pending before it.

Councilmember Matson moved to **amend her motion** to defer the items rather than withdraw them. Councilmember Patrick Fiore **seconded** the motion.

Village Attorney Quick advised that the pending motion to withdraw should first be addressed by the Council before consideration of any amendment or substitute motion.

Village Clerk Missy Arocha read the first motion made into the record. The **motion failed** with all members of the Council voting opposed to withdrawing the agenda items.

Vice Mayor Mark Merwitzer explained his desire for the Council to bring the issue to a Resolution. He suggested that, following the Charter Review Committee's approval of its recommendations at its upcoming CRC meeting, a Councilmember could sponsor the proposed ballot items for Council consideration during the same meeting, if feasible. Vice Mayor Merwitzer stated that, in his individual capacity, he would be willing to sponsor a Resolution placing the Charter Review Commission's recommendations on the ballot.

The question was called in favor of the motion to defer agenda items 11A and 12A to a Special Council Meeting on June 15, 2026. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Steve Cody questioned as to when the second reading of agenda item 11A would be considered.

Village Attorney John Quick advised that the item could be scheduled for the July Regular Council Meeting, provided that all applicable advertisement requirements and statutory deadlines were met.

Vice Mayor Mark Merwitzer questioned whether he could independently place the item on a future Council agenda without action by the Council at the current meeting.

Village Attorney John Quick responded that, if Vice Mayor Merwitzer elected to sponsor the item under his authority as a Councilmember, no motion from the Council would be required at that time. He added that, while individual Councilmembers have the ability to bring forward agenda items, he would review the Charter to confirm the applicable procedures.

Councilmember Marsha Matson referenced the Council's prior shade session and stated

that the agenda items had emerged from discussions related to that matter.

Village Attorney John Quick cautioned the Council against discussing matters addressed during the shade session in open session. He further reported that the Ethics Commission had indicated it would respond only to inquiries made by an individual official concerning that official's own circumstances and explained that the Ethics Commission would not provide advisory opinions regarding another Councilmember's potential conflict or participation and that any request for guidance must relate solely to the requesting official's own situation.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (May 4, 2026)

Councilmember Steve Cody **moved** to approve the meeting minutes, and Vice Mayor Mark Merwitzer **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

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

- Eric Tullberg (7884 SW 179th Terrace) spoke in favor of building a path along the southside of the woods and reported that the cost would be less than $14,000.

- Mohammed Taha (14599 SW 82nd Avenue) opposed that the Village refused to acknowledge and recognize Eid Al Adha and requested that the Village include in its' communications the recognition of Eid Al-Fitr.

- Vitality Falcovitch (9280 SW 167th Terrace) favors the Village Administration and its policing unit team.

- Jorge Pulido (16025 SW 89th Avenue Road) –thanked the Council for the Veterans Park and urged the Council to pass the Parks Master Plan by including parts of north of SW 152. He urged the Council to provide the same level of support for other nations battling fascism and communism, including discrimination against people of color, and urged that funding be considered for the education advisory committee to provide support for schools in the community.

- Haydee Sanchez (8825 SW 178th Terrace) favors a dog zone area at Coral Reef Park and having dogs at parks and explained that with all the apartments being built, not everyone has a yard for the dogs to exercise and that dog owners would adhere to the rules that dogs stay in a designated areas and do not destroy existing trees.

- Fatima Coello (16223 SW 108th Court) urges the Council to support a local community beauty pageant to have a Miss Palmetto Bay Pageant, targeting the youth in Palmetto Bay.

- Chuck Latshaw (8825 SW 154th Terrace) reported that the Homestead properties legislation will have a significant impact on the tax revenues and urged the Council

to look at scenarios on homestead property tax evaluation and see the impact for this upcoming year and what that would mean for increase taxes in Palmetto Bay to maintain the services that we have today.

- Henry Clifford (8875 SW 171st Street) spoke in support of agenda item 12C and explained that the Village has a hard time having individuals to sign up to run for elected office and Lasaly Changkachith's experience on the Resiliency Committee would be favorable to the Village.

- Gary Pastorella (6940 SW 142nd Terrace) Gary Pastorella spoke about the importance of inclusion, civic engagement, and local self-governance and referenced the book "The Rise and Fall of the Third Reich", stating that he believed it offered historical context relevant to current governmental issues. He also reported concerns regarding public policy, including the allocation of funding for education and other institutions, and encouraged residents to remain informed and engaged in the democratic process.

Village Clerk Missy Arocha read the public comments submitted by form, attached as "Exhibit A".

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.

B. Major Antonio Rodriguez provided the Commander Report for the month of May 2026 and answered questions raised by the Council.

At approximately 8:23 PM, the members of the Council acknowledged and recognized volunteer Diane Quick from the Education Advisory Committee for her 12 years of tenure on the committee. School Board Member Luisa Santos was also in attendance and joined the recognition.

The Regular Council Meeting resumed at 8:38 PM.

Vice Mayor Mark Merwitzer **moved** to place all recommendations of the Charter Review Committee (CRC) on the agenda for the Special Council Meeting scheduled for June 15, 2026. The motion was **seconded** by Councilmember Marsha Matson.

Councilmember Steve Cody questioned whether the motion would provide the Vice Mayor with broad discretion to place items on the agenda and inquired whether it would be more appropriate for the Vice Mayor to introduce the items as an add-on at the June 15 Special Council Meeting for the Council to consider at that time.

Village Attorney John Quick advised that either procedural approach would be permissible with respect to Charter-related matters, based on his understanding of the motion.

Vice Mayor Merwitzer clarified that his intent was to place the Charter Review Committee's

recommendations on the June 15 Special Council Meeting agenda under his authority, so that the Council could consider them in conjunction with agenda items 11A and 12A.

Mayor Karyn Cunningham stated that she opposed the motion, explaining that her preference that the Charter Review Committee recommendations be considered at the July Council Meeting because the June 15 Special Council Meeting agenda was already expected to be lengthy.

Vice Mayor Merwitzer stated that the Charter Review Committee members had devoted several months to reviewing and developing the proposed Charter amendments and that he believed it was appropriate to conclude the Committee's work by bringing its recommendations before the Council as soon as possible.

Upon a roll call vote, the **motion failed by a vote of (2–3)**; Mayor Karyn Cunningham, Councilmember Patrick Fiore, and Councilmember Steve Cody voted opposed.

6. VILLAGE ATORNEY'S REPORT

A. Village Attorney John Quick explained that the legal invoices are made part of the agenda packet.
B. Village Attorney John Quick provided a litigation update and answered questions raised by the Council.

7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha reported that the June 2026 calendar is available and up to date on the Village website.

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 (February 26, 2026)
B. Charter Revision Commission Meeting (April 15, 2026)
C. Education Advisory Committee Meeting (January 27, 2026)
D. Parks and Recreation Committee Meeting (February 5, 2026)
E. Resilience Committee Meeting (October 30, 2025)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

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

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING AND RESCINDING ORDINANCE 2026-01; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT

HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council)*

Item 11A was **deferred** to a Special Council Meeting scheduled for June 15, 2026, at 5:00 p.m.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MODERNIZING THE COUNCIL'S DECORUM STATEMENT AND RULES OF PUBLIC MEETING CONDUCT; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE; PROVIDING FOR THE PROMOTION OF ORDERLY, RESPECTFUL, AND CONSTITUTIONALLY PROTECTED PUBLIC PARTICIPATION; PROVIDING FOR SEVERABILITY, ORDINANCES IN CONFLICT AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

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

The following members of the public addressed the Council during public comment in favor of the item: Henry Clifford (8875 SW 171st Street) and Gary Pastorella (6940 SW 142nd Terrace).

Councilmember Steve Cody stated that he had worked with the Village Attorney to revise the Council's decorum statement and explained that the existing statement had been written for a different era many years prior and that the proposed revisions were intended to modernize the Council's standards of decorum while maintaining neutral standards for Council proceedings.

Vice Mayor Mark Merwitzer asked whether the proposed standards would apply to Councilmembers both during and outside of Council meetings.

Village Attorney John Quick advised that the proposed standards could not regulate Councilmembers' speech outside of Council meetings due to First Amendment protections and explained that while the Council may adopt aspirational standards of conduct, it cannot impose restrictions based on viewpoint.

Councilmember Marsha Matson stated that, during her tenure on the Council, she recalled the decorum statement being read only a few times and stated that members of the public had generally been well behaved during meetings and indicated that she did not believe the proposed revisions were necessary.

Vice Mayor Mark Merwitzer stated that he had no objection to the proposed revisions but suggested amending the item to explicitly provide that members of the public may address the Council either individually or collectively.

Vice Mayor Mark Merwitzer **moved to amend** the item accordingly. Councilmember Marsha Matson **seconded** the motion.

Upon a roll call vote, the amendment made by Vice Mayor Mark Merwitzer **failed by**

a vote of (2–3); Mayor Karyn Cunningham, Councilmember Patrick Fiore, and Councilmember Steve Cody voted opposed.

Upon a roll call vote on the Ordinance, the Ordinance **failed by a vote of (2–3)**; Mayor Karyn Cunningham, Councilmember Patrick Fiore, and Councilmember Steve Cody voted opposed.

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DOMESTIC ANIMALS IN VILLAGE PARKS; AMENDING SECTION 20-66(a) OF THE VILLAGE CODE OF ORDINANCES TO AUTHORIZE THE VILLAGE MANAGER TO DESIGNATE SPECIFIC PARK AREAS FOR OFF-LEASH CANINE USE WHERE APPROPRIATE DOG PARK FACILITIES HAVE BEEN INSTALLED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 11C was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Marsha Matson.

The following members of the public addressed the Council during public comment in favor of the item: Carol Vega (8845 SW 178th Terrace).

The following members of the public addressed the Council during public comment opposed of the item: Mohammed Taha (14599 SW 82nd Avenue); Bernard Gerstman (14540 SW 79th Avenue); Gary Pastorella (6940 SW 142nd Terrace); and Henry Clifford (8875 SW 154th Terrace).

Village Clerk Missy Arocha read the public comment submitted by form attached as Exhibit A.

Vice Mayor Mark Merwitzer explained that he had a companion Resolution corresponding to the Ordinance and requested that agenda item 14A be taken out of order and heard immediately following agenda item 11C so that both items could be presented together.

Village Attorney John Quick advised that the request was procedurally permissible; however, agenda item 14A could not be considered during the public hearing on the Ordinance and would instead need to be heard immediately following the conclusion of the public hearing.

Vice Mayor Mark Merwitzer **moved** to hear agenda item 14A immediately following agenda item 11C. Councilmember Marsha Matson **seconded** the motion. **The motion passed by a vote of (3–1)**, with Councilmember Steve Cody voting in opposition. Mayor Karyn Cunningham was absent during the vote.

During the presentation of agenda item 11C, Vice Mayor Merwitzer explained the purpose of the proposed Ordinance.

Councilmember Steve Cody inquired about the anticipated cost of the proposed

project.

Vice Mayor Merwitzer responded that funding could be allocated from park impact fees and estimated approximately $25,000 for the study identified in agenda item 14A, with engineering costs ranging between $50,000 and $70,000.

Village Manager Nick Marano provided a preliminary cost estimate based on staff's review of the proposed location and stated that, depending on the final size and design of the project, initial improvements, including fencing, benches, pet waste stations, dog wash facilities, and related amenities, estimated to cost approximately $85,000 to $90,000. He reported that the project could be scaled up or down depending on the Council's direction.

Vice Mayor Merwitzer stated that, based on public feedback, he would want to ensure that an adequate buffer was maintained between the proposed dog park and the existing meditation garden to minimize noise impacts.

Village Manager Marano reported that incorporating a larger buffer could reduce the overall size and cost of the project.

Councilmember Steve Cody **moved** to defer agenda items 11C and 14A to a future meeting following the Council's budget workshop, stating that the Council should consider the potential capital expenditures as part of its budget discussions before taking action. **The motion failed for lack of a second.**

Councilmember Marsha Matson favored support for the proposal, stating that a dog park would provide an amenity for residents and would complement the Village's pet adoption reimbursement program.

Councilmember Patrick Fiore stated that the concept of a dog park had been discussed by the Council in prior years. While acknowledging the sponsor's intentions, he expressed concerns regarding the proposed location, citing the presence of wildlife and a managed community cat colony, as well as prior resident complaints involving dogs in the area. He indicated that he would support consideration of an alternative location at a future meeting following the budget workshop.

Councilmember Steve Cody stated that Councilmember Fiore had expressed the same concerns he intended to raise.

Mayor Karyn Cunningham stated that, if the Village were to invest significant funds in park improvements, she would prefer that those funds be directed toward enhancements to existing park facilities. She also reported that she had received feedback from residents who did not support the proposed location and explained concerns regarding existing issues involving dogs within the park.

Following Council discussion, Vice Mayor Mark Merwitzer stated that he remained supportive of establishing a dog park but agreed that an alternative location should be explored.

He withdrew both agenda items 11C and 14A for future consideration and Council discussion.

There being no objection by the Council**, agenda items 11C and 14A were withdrawn by the sponsor**, Vice Mayor Mark Merwitzer.

12. CONSENT AGENDA

Village Clerk Missy Arocha reported that agenda items 12A, 12C, 12D, 12E, and 12F were timely pulled from the consent agenda.

Mayor Karyn Cunningham explained that the Council had attempted to be proactive regarding the consent agenda and reviewed the new consent agenda procedures established by Ordinance No. 2026-06, as previously adopted by the Council.

Councilmember Steve Cody questioned whether the Council wished to reconsider and rescind the Ordinance.

Village Attorney John Quick explained the procedural requirements for a motion to reconsider, advising that such a motion must be made either on the evening the original action was taken or at the next Council meeting. He further advised that the motion must be made by a member who voted on the prevailing side and seconded by any Councilmember.

Vice Mayor Mark Merwitzer explained that the Village had always utilized a consent agenda and stated that the Council had not yet established the consent agenda for the current meeting and favored a desire for the Council to discuss the consent agenda process before taking action regarding the Ordinance.

Councilmember Patrick Fiore **moved** to reconsider the Council's approval of Ordinance No. 2026-06. The motion was **seconded** by Councilmember Steve Cody.

Vice Mayor Mark Merwitzer reported his concern regarding the procedural handling of the matter. He stated that rescinding Ordinance No. 2026-06 would require another reading and that the Council should first discuss the consent agenda process before taking action. He also inquired whether amendments could be made if the Ordinance were reconsidered.

Mayor Karyn Cunningham responded that she could not have placed such a discussion at the beginning of the meeting because it was not included on the adopted agenda.

Village Attorney John Quick advised that, if the motion to reconsider were approved, the Ordinance would return for Second Reading, at which time amendments could be considered. He further stated that there appeared to be a procedural solution that could address the Council's concerns.

Upon a roll call vote, the **motion to reconsider the approval of Ordinance No. 2026-06 passed by a vote of (3–2)**; Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING AND RESCINDING RESOLUTION NO. 2025-80; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; ANDPROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council)*

Item 12A was **deferred** to a Special Council Meeting scheduled for June 15, 2026, at 5:00 p.m.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE CONSTRUCTION OF THE PROTECTIVE INFRASTRUCTURE FOR THE BIKE LANES IMPROVEMENTS ON SW 82nd AVENUE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SAID CHANGE ORDER IN THE AMOUNT OF SIXTY THREE THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS AND FIFTY CENTS ($63,731.50); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

Item 12B was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

There were no speakers desirous of speaking during the public comment period.

Councilmember Steve Cody **moved** to approve agenda item 12B. The motion was seconded by Councilmember Patrick Fiore.

Councilmember Patrick Fiore then **moved** to allow Eric Tullberg to address the Council regarding agenda item 12B. Vice Mayor Mark Merwitzer **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Eric Tullberg (7884 SW 179th Terrace) spoke in support of agenda item 12B and urged the Council to vote in favor of it.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, WAIVING THE LIMITATIONS OF SECTION 2-58(4) AS IT RELATES TO LASALY CHANGKACHITH FOR THE 2026 VILLAGE ELECTION PERIOD; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 12C was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Marsha Matson.

Councilmember Marsha Matson explained that the item had been placed on the agenda because Lasaly Changkachith, her appointee to the Resilience Advisory Committee, intended to qualify as a candidate for the upcoming Village election.

Councilmember Steve Cody stated that, after further consideration, he believed the proposed waiver should apply equally to all advisory board and committee members

who may choose to qualify as candidates, rather than to a single individual. He reported that qualifying would occur in August and that other appointed board members might also seek elected office.

Councilmember Steve Cody **moved** to amend the Resolution to incorporate those changes. Mayor Karyn Cunningham **seconded** the motion for purposes of discussion.

Following discussion, the **motion to amend failed**, with Vice Mayor Mark Merwitzer, Councilmember Patrick Fiore, and Mayor Karyn Cunningham voting in opposition.

The Council then voted on the Resolution as originally presented. Upon a roll call vote, the **Resolution was approved by a vote of (3–2)**; Mayor Karyn Cunningham and Councilmember Steve Cody voted opposed.

At 9:59 p.m., the Council unanimously voted to extend the meeting beyond 10:00 p.m.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING PRODUCTION AND CERTIFICATION OF CHARTER REVISION COMMISSION COMMUNICATIONS TO ENSURE COMPLIANCE WITH FLORIDA LAW; PROVIDING FOR REVIEW AND REPORT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Item 12D was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Marsha Matson.

Councilmember Steve Cody explained the purpose of the Resolution and urged the Council to support it and answered questions raised by the Council regarding the review and report.

Upon a roll call vote following Council discussion, the **Resolution failed by a vote of (1-4)**; Mayor Karyn Cunningham, Vice Mayor Mark Merwitzer, Councilmember Patrick Fiore, and Councilmember Marsha Matson voted opposed.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING PRINCIPLES GOVERNING THE RESPONSIBLE AND TRANSPARENT USE OF ARTIFICIAL INTELLIGENCE TECHNOLOGIES IN VILLAGE OPERATIONS; PROVIDING FOR HUMAN OVERSIGHT, PUBLIC TRANSPARENCY, AND COMPLIANCE WITH FLORIDA PUBLIC RECORDS AND SUNSHINE LAWS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Item 12E was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Steve Cody.

Councilmember Steve Cody explained that the Resolution would establish clear

guidelines for Village personnel's use of artificial intelligence. He stated concern that employees should not rely on artificial intelligence platforms, such as ChatGPT, to perform their work without appropriate oversight and stated that the Resolution would create guardrails for the responsible use of this technology.

Mayor Karyn Cunningham inquired whether the Village was currently utilizing artificial intelligence technologies at the time.

Village Manager Nick Marano advised that the Village's Microsoft Office 365 subscription includes Microsoft Copilot, an artificial intelligence platform and that the Human Resources Director had already prepared a draft for an artificial intelligence policy and explained that, if the Resolution were adopted, the administrative policy would be developed to align with the guiding principles established by the Resolution. He also explained that he intended to continue working with Vice Mayor Mark Merwitzer on refining the policy and that adoption of the Resolution would provide overarching guidance while allowing staff to develop more detailed implementation procedures.

Mayor Cunningham stated that she would have preferred Administration to present a comprehensive artificial intelligence policy developed with input from the Council, noting that the policy would primarily govern Village staff, while also applying to the Council.

Village Manager Marano responded that the proposed Resolution established broad policy principles and that the administrative policy would provide substantially more detail. He explained that the draft policy had already been prepared and could be revised, if necessary, to reflect any amendments adopted by the Council during the approval of Councilmember Steve Cody’s Resolution.

Councilmember Marsha Matson did not favor the Resolution referencing the book *1984* and cautioning against policies that could unnecessarily regulate the conduct or speech of public officials and volunteers and stated that she did not believe such a policy was necessary at this time.

Vice Mayor Mark Merwitzer stated that artificial intelligence is becoming an increasingly common tool in both government and the private sector and emphasized the importance of adopting policies that encourage its responsible and transparent use and explained that the Village should establish governance principles that promote accountability while recognizing that artificial intelligence is likely to become a routine component of governmental operations.

Vice Mayor Mark Merwitzer **moved** to amend the Resolution, and Councilmember Steve Cody **seconded** the motion. The amendments included the following:

- Section 3(A): Added language providing that Village personnel who submit, approve, transmit, rely upon, or use work products in the transaction of official Village business remain fully responsible for the accuracy, legality, appropriateness, and compliance of those work products, regardless of whether artificial intelligence was utilized.

- Section 3(B): Replaced the existing language with a provision stating that the Village should promote transparency regarding the policies, procedures, and safeguards governing the use of artificial intelligence technologies in the conduct of official business while maintaining accountability for work products produced by Village personnel.
- Section 3(D): Added language advising Village personnel to avoid entering confidential, exempt, sensitive, or nonpublic information into personal or consumer artificial intelligence accounts or platforms unless specifically authorized by Village policy.
- New Section 3(G) – Quality and Substantive Value: Added a new guiding principle stating that artificial intelligence tools should be used to improve efficiency, clarity, and effectiveness and should not be used to generate unnecessary, repetitive, misleading, or excessively verbose work products lacking substantive value.

The amendments passed (4-1); Councilmember Marsha Matson voted opposed.

Upon a roll call vote, the **amended Resolution passed (4-1)**; Councilmember Marsha Matson voted opposed.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GENERAL GOVERNMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH GRANICUS, LLC FOR GRANICUS OPERATIONS CLOUD AND VOTECAST WEB SERVICES THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING CONTRACT NO. 159768; PROVIDING FOR AN AMOUNT NOT TO EXCEED TWENTY-ONE THOUSAND SEVEN HUNDRED TWO DOLLARS AND FIFTY CENTS ($21,702.50) FOR THE ANNUAL SUBSCRIPTION FEES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

Item 12F was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Steve Cody.

Village Manager Nick Marano explained the purpose and intent of the Resolution and reported that this was a follow-up to the previous demonstration that was provided to the members of the Council regarding the live webcast vote feature with Granicus.

Councilmember Marsha Matson stated that she did not support the proposed agreement and explained that her preference is that implementation be deferred until after December 2026.

Vice Mayor Mark Merwitzer **moved** to amend the Resolution to approve the agreement on a pilot basis for use during a zoning hearing, with full deployment of the system deferred until December following the installation of the newly elected Council. Councilmember Steve Cody **seconded** the motion.

Vice Mayor Mark Merwitzer clarified that, under the proposed amendment, the system would be utilized only during a zoning hearing as part of the pilot program, with full implementation to occur in December.

The motion passed (4-1); Councilmember Marsha Matson voted opposed.

Upon a roll call vote, the **amended Resolution passed (4-1)**; Councilmember Marsha Matson voted opposed.

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENTS

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO IDENTIFY A PREFERRED SITE, OBTAIN NECESSARY SURVEYS AND ENGINEERING, AND ISSUE AN INVITATION TO BID FOR THE INSTALLATION OF A DESIGNATED FENCED OFF-LEASH DOG AREA ("BARK ZONE") ON THE EAST SIDE OF THE CANAL AT CORAL REEF PARK; AUTHORIZING THE USE OF SMALL PURCHASE PROCEDURES FOR SURVEY AND SITE ASSESSMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 14A was **withdrawn** by the sponsor.

15. OTHER BUSINESS:

Village Attorney John Quick reported that emphasized that the motion to reconsider, the matter would return for consideration at the next Council Meeting in July under second reading.

Vice Mayor Mark Merwitzer expressed concern regarding the potential budgetary impacts associated with the proposed changes on the legislative homestead exemption preemption and requested that the Council consider how any modifications would affect the budget process for the Village.

Mayor Karyn Cunningham stated that the matter should be discussed as part of the upcoming budget process.

16. ADJOURNMENT: Councilmember Steve Cody made a **motion** to adjourn the meeting. Councilmember Patrick Fiore **seconded the motion. All voted in favor (5-0). The motion passed unanimously.** *The meeting adjourned at 10:41 PM.*

The meeting minutes were approved this 1st day of June, 2026.

Attest:

_____ _____

Mayor Karyn Cunningham Village Clerk Missy Arocha

General Public Comments:

Mohammed Taha
14599 SW 82nd Avenue
Appeal to the Village Council and administration to consider posting a congratulatory message for Eid Alfiter and Eid Al Adha in line with similar religious posts for Xmas celebrations, Easter, Chanukah, Kwanza and the likes. The Village Manager denied a request we submitted before Eid Al Adha on May 27, 2026. Muslims in this community are productive members, law obedient and tax payers as everybody else and deserve equal We ask the Village for equal treatment under the law. The Managers decision to deny our request is discriminatory and biased. We appeal to the Board to consider and be in favour of our request.

James Woodard
Address Exempt
Several weeks ago my neighbors and I asked Mr. Marano to place No Parking signs in our neighborhood. They were installed within two weeks. I appreciate his prompt attention to the request.

Damian Williams
8725 SW 166th Street
As a resident of the Palmetto Bay area since 1985, I can unequivocally say that this administration and particularly Mark Merwitzer are doing a phenomenal job in beautifying the area, providing amenities to the locals, and elevating our collective sense of pride in community. The proposed dog park is most welcomed. The beautiful parks are most welcomed. The street and pavement renovations are most welcomed. When considering that prior administrations did not seem to care or simply lacked the will to make local government work better, this administration has performed, is performing, and is working towards a vision that all locals should be willing to get behind and support.

14A

Melanie Vega
9310 SW 165th Street
I wanted to emphasize my support for Vice Mayor Merwitzer's proposal for a bark zone at Coral Reef Park. I recently moved back to Miami after finishing medical training and we love the neighborhood for our growing family. However we need more spaces for dogs in the village! We would love to take the baby and our dog to Coral Reef Park together and enjoy the shade and greenery together. Support Bark Zone at Coral Reef Park.

Patricia A Swift
14641 SW 87TH PL
I would like to express my concerns in person but I am out of town with limited access to internet/cellular service. Although I understand the Perrine Wayside park may not be convenient for ALL residents, I oppose this resolution for a variety of reasons.
1. Most importantly, with the uncertainty of the future of property taxes, I do not think it would be fiscally responsible to fund a project that does not serve all residents, regardless of where the funds are coming from. We already have a dedicated dog park, this is not the time to allocate funds to something we already have.
2. As someone who frequently walks at Coral Reef park in the late afternoon, I value the shade, the peacefulness and the safe walking path the eastern area of the park provides. If removing trees in that area of the park is necessary to make room for a dog park then we will lose the shade so desperately needed in south Florida.
3. A dog park will require additional maintenance which will affect the Village budget. Furthermore, a dog park in a very shaded area will turn into a mud pit. As we know from the recent downpours, the east area of the park is subject to flooding. Just ask the vendors from the Farmers Market.
4. The Village of Palmetto Bay is primarily single-family homes with yards for the residents' dogs to enjoy.
5. Lastly, parking at Coral Reef Park is a challenge, especially when games are being played on all the playing fields. Dog owners will have to park wherever they can find a space, then walk their dog to the dog park. How will staff enforce the "no dogs allowed on the athletic fields side" of the park from those trying to get to the dog park? The only parking lot on SW 77 Avenue is frequently overflowing with cars parked illegally.
Thank you for taking my concerns into consideration.

Adam Schachter
7855 SW 148th St
I am a rescue dog owner and a strong supporter of providing outdoor spaces for dogs. However, I do not believe this proposal will benefit Coral Reef Park or the Village more generally. Although the proposal seeks to designate a specific area of the Park for dog use, this will effectively turn the entire Park into a dog park because people and their dogs will enter the park from all sides to access the designated area. As a long time neighbor of the Park, I have already seen the negative impacts on the Park when people bring their dogs in the Park and do not clean up after them or allow them to interfere with the wildlife and the other surroundings. I also believe that allowing certain areas of the Park for dogs will make it more difficult to enforce the rules in the other areas of the Park. For these reasons, I respectfully oppose this proposal.

Mohammed Taha
14599 SW 82 Ave
I don't support the use of Coral Reef Park for the installation of a dog area on the east side of the Park. Having a dog park in that area is not in line with the land use currently and historically designated. I strongly oppose this resolution and ask the Mayor and Council to vote NO.

Les Roos
7701 SW 182nd Terrace
I strongly support having a dog park at Coral Reef Park. It's a great idea and desperately needed. My only request is that it is fenced in so dogs can roam freely off leash in the park. Thank you for your consideration.

Jennifer Santino-Finger
14621 SW 78TH Avenue
I support the proposed dog park provided that its construction and ongoing maintenance can be accomplished without reducing funding for public safety or other essential community services. More residents are bringing dogs to the park, and those dogs are often allowed off leash even though their leashes remain attached. A designated, fenced dog park would provide an appropriate place for dogs and their owners while helping preserve the primary uses of the rest of the park. The proposed location near the Farmers Market area seems particularly suitable because it is separated from the sports fields, playgrounds, and picnic areas that many families use.

A dog park would give responsible pet owners a safe place to exercise and socialize their dogs. By concentrating dog activity in one designated area, the park can better serve everyone in the community.

Damian Williams
8725 SW 166th Street
A dog park is sorely needed. Current accomodation is inadequate. With the addition of the lovely parks in the neighborhood, dog owners and their pets would also like to take part.

ITEM 11C

Mohammed Taha
14599 SW 82 Ave
The Village has a designated dog park. Designating public park areas to be used as dog canine use is not in line with the existing park uses. Residents want to enjoy the park without having to deal with the new proposed use. Please keep dogs away from my park. I have been using Coral Reef Park for the last 40 years even before the creation of the Village. I love this park just the way it is. I strongly oppose this Ordinance and ask the Mayor and the council members to vote NO please.

Samuel Cohen-Devries
7695 SW 141st St
I am writing in support of the proposed dog park in Coral Reef Park. I am a resident of PB, a few blocks from the park, and the owner of two dogs. Many of us used to take our dogs to the easement between 141st and 144th streets, but that was inexplicably fenced off and is now inaccessible. A community dog park would be great not just for the animals, but also for the residents of PB, as it would create a social space for community members to meet and converse.

AGENDA ITEM NO. 3.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Special Council Meeting (June 15, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026-06-15 Special-Minutes

MINUTES
SPECIAL COUNCIL MEETING
MONDAY, JUNE 15, 2026 – 5:00 PM

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

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

Mayor Karyn Cunningham called the Special Council Meeting to order at 5:00 p.m.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer
Councilmember Patrick Fiore (arrived at the meeting at 5:12 p.m.)
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officers were present during the roll call:
Village Manager Nick Marano
Interim Village Attorney Lili Arrango
Village Clerk Missy Arocha

A moment of silence was held in lieu of an invocation, and the Council led the pledge of allegiance.

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

- Vitality Falcovitch (9280 SW 167th Terrace) thanked the Village Administration and its policing unit team for their efforts and commitment.

3. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING AND RESCINDING ORDINANCE 2026-01; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council)*

Item 3A was **moved** by Councilmember Steve Cody and **seconded** by Mayor Karyn Cunningham.

Lili Arango, Esq., appearing on behalf of Village Attorney John Quick, presented the Ordinance on first reading and explained that the proposed Ordinance would rescind Ordinance No. 2026-01, thereby returning authority over proposed Charter amendments and ballot placement to the Village Council.

Mayor Karyn Cunningham inquired whether the Council could recess briefly to allow time for Councilmember Patrick Fiore to arrive at the meeting.

Attorney Arango advised that the Council could recess for five to ten minutes.

Vice Mayor Mark Merwitzer **moved** to recess the meeting for ten minutes. Councilmember Steve Cody **seconded** the motion. The **motion passed** by a vote of (3–1), with Councilmember Marsha Matson voting in opposition.

The meeting recessed at 5:08 p.m.

Councilmember Patrick Fiore arrived at 5:12 p.m., and the meeting re-convened at 5:15 p.m.

Following the recess, Vice Mayor Mark Merwitzer stated that the Ordinance had previously been deferred to allow additional guidance from the Miami-Dade Commission on Ethics and Public Trust.

Attorney Arango advised that the Ethics Commission had issued its advisory opinion and that no additional guidance had been received since the legal opinion previously provided to the Council.

Councilmember Marsha Matson questioned whether the pending litigation and prior settlement discussions affected consideration of the Ordinance.

Attorney Arango advised that, if the matter before the Council constituted a settlement of the litigation, a conflict could exist; however, if the Council's action was a policy decision regarding whether to rescind the Ordinance, there would be no conflict. She further explained that the litigation remained pending, the Village's response to the complaint had been extended until July 13, and the Council's consideration of the Ordinance was separate from the pending lawsuit.

Mayor Cunningham cautioned the Council against discussing matters addressed during the prior shade session.

Vice Mayor Merwitzer stated concern that rescinding the Ordinance before obtaining additional clarification could undermine the work completed by the Charter Revision Commission (CRC) and its volunteer members. He stated that he intended to bring the CRC's recommendations before the Council at a future meeting so that each proposal could be considered on the ballot.

Councilmember Patrick Fiore stated that he would like the Council to review each proposed Charter amendment individually before taking further action during the special meeting.

Ms. Arango advised that she was not prepared to discuss the substance of the individual Charter Revision Commission proposals.

At 5:23 p.m., the meeting recessed to allow the Village Clerk to prepare copies of the proposed Charter amendments for distribution to the Council.

The meeting reconvened at 5:30 p.m.

Village Clerk Missy Arocha reported that the copies had been distributed to the Council at the request of the Council.

Mayor Cunningham stated that, while she appreciated the work performed by the Charter Revision Commission, the elected Council had a responsibility to publicly review and discuss each proposed Charter amendment before determining whether to place it on the ballot. She stated concern that forwarding multiple amendments without Council review could create voter confusion and stated that the Council should have the opportunity to discuss the language and intent of each proposal and indicated that she would support rescinding Ordinance No. 2026-01.

Councilmember Steve Cody stated that, under the Village Charter, the Council has the responsibility to consider proposed Charter amendments and determine whether amendments should be made before placement on the ballot. He indicated his support for rescinding the ordinance and stated that the Council retained the authority to review, amend, and vote on each proposal.

Vice Mayor Merwitzer acknowledged that differing legal interpretations existed regarding the Council's authority and noted that litigation concerning the issue remained pending. He stated that he had also been advised that modifying the Charter Revision Commission's recommendations could result in additional litigation. He explained his intent to bring each of the Charter Revision Commission's proposed amendments before the Council in resolution form, regardless of whether he personally agreed with every proposal, so that the voters could ultimately decide.

Councilmember Marsha Matson stated that previous Charter Revision Commissions had submitted amendments directly to the ballot and expressed concern that changing the process undermined the efforts of the Commission's volunteer members. She also noted that the Charter allows the Council to place alternative Charter amendments on the ballot and stated that she would oppose rescinding the ordinance.

Mayor Cunningham inquired about the deadline for submitting Charter amendments to the Elections Department.

Village Clerk Missy Arocha advised that the submission deadline was July 24, 2026.

Mayor Cunningham reported that the deadline for Council agenda submissions for the July 6 Council Meeting would provide an opportunity for the Council to consider the proposed amendments individually.

Councilmember Patrick Fiore acknowledged the legal concerns raised regarding the pending litigation but stated that rescinding the Ordinance would allow the Council to review each proposal individually during the legislative process before making final decisions on second reading.

Vice Mayor Merwitzer stated that, if the Ordinance were not rescinded, he intended to sponsor Resolutions containing each of the Charter Revision Commission's proposed amendments for Council consideration following the Commission's final meeting.

Councilmember Marsha Matson stated that reviewing the proposals individually would also allow the Council to consider alternative Charter amendments, if appropriate.

The following members of the public addressed the Council during public comment opposed of the item: Henry Clifford (8875 SW 171st Street) and Vitality Falcovitch (9380 SW 167th Terrace).

Upon a roll call vote, the **Ordinance on First Reading passed (3-2)** with Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voting opposed.

4. RESOLUTIONS WITH PUBLIC COMMENTS

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING AND RESCINDING RESOLUTION NO. 2025-80; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council)*

Item 4A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

Village Attorney Lili Arango explained that the proposed Resolution would repeal and rescind Resolution No. 2025-80, rendering the Resolution null and void.

Councilmember Marsha Matson stated that, in her view, the Resolution and the Ordinance addressed different matters. She explained that Resolution No. 2025-80 had been adopted to address the immediate circumstances involving the Charter Revision Commission and to allow the current Commission to continue its work, whereas the Ordinance was intended to establish the process for future Charter Revision Commissions. She further stated that the Resolution applied to the current Commission, while the Ordinance addressed future procedures.

Village Attorney Lili Arango responded that, notwithstanding those distinctions, the Resolution and the Ordinance had the same practical effect in that both required the Village Council to consider and submit proposed Charter amendments for placement on the ballot.

Upon a roll call vote, the **Resolution passed (3-2)** with Vice Mayor Mark Merwitzer

and Councilmember Marsha Matson voting opposed.

5. COUNCIL COMMENTS: None.

6. ADJOURNMENT: Councilmember Steve Cody made a **motion** to adjourn the meeting. Councilmember Patrick Fiore **seconded the motion. All voted in favor (5-0). The motion passed unanimously.**

The meeting adjourned at 6:14 PM.

The meeting minutes were approved this 6th day of July, 2026.

Attest:

_____	_____
Mayor Karyn Cunningham	Village Clerk Missy Arocha

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Departmental Updates
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report - July 6, 2026

Manager's Report

BUILDING & PERMITTING

May

FY2025-2026 Budgeted Projects

- Building Division Software
  - Building Permit and Inspection software building is underway. Expected to launch 2026.

- Building Division
  - Received 269 permits applications.
  - 195 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 536
    - Mechanical: 32
    - Electrical: 105
    - Plumbing: 53
    - Zoning: 62

Total: 788

FINANCE

May

- The expenditures in May 2026 were $1,807,880, 6.88% of the total budget, compared to budgeted expenditures of $2,190,167, a surplus of 1.45 % for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $ 2,190,167 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 $ 14,376,135 or 55.2 % compared to budgeted expenditures of $17,521,344 or 66.64%.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
5/13/2026	46	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 48,673.74
5/13/2026	47	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$44,463.30
5/27/2026	50	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$48,770.48
5/27/2026	51	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$45,031.67
5/1/2026	49587	COBRA LEGAL SOLUTIONS, LLC.	LUXCOM V. VILLAGE OF PALMETTO BAY	$63,898.52
5/1/2026	49600	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	$205,371.80
5/1/2026	49608	CHEM KLEAN CORP.	HAZ WASTE REMOVAL SPRING 26 RECYCLING DRIVE	$15,345.00
5/1/2026	49640	PALMA PAVING & CONCRETE, INC.	SW 160 ST 79 CT ASPHALT RESURFACING	$23,450.00
5/7/2026	49660	BEEFREE, LLC.	FREEBEE 4 TESLA 1144 HOURS	$41,355.60
5/7/2026	49667	OFFICE OF THE SHERIFF OF MDC	VOPB LOCAL PATROL - APRIL 2026	$803,341.96
5/7/2026	49682	FERRIN SIGNS	VPB MONUMENT SIGNS	$37,318.50
5/7/2026	49690	PIMENTEL CONSTRUCTION GROUP	SIDEWALK IMPROVEMENTS - SW 184 STREET	$62,206.00
5/7/2026	49697	V & G CONSTRUCTION SOLUTIONS	FY ALLOCATION FOR TRAFFIC CALMING 2025-2026	$55,525.00
5/13/2026	49701	VILLAGE OF PALMETTO BAY	PPE 051526	$143,290.77
5/15/2026	49704	ENTERPRISE FM TRUST	FLEET RENTALS - CREDIT TO BE APPLIED NEXT BILL	$15,617.81
5/15/2026	49711	NXT GEN TECHOLOGIES, INC.	NUTANIX RENEWAL 2026-2027	$22,186.08
5/15/2026	49720	WEISS SEROTA HELFMAN	006-1 YACHT CLUB AT LUXCOM-BERT HARRIS CLAIM	$22,125.66

5/15/2026	49720	WEISS SEROTA HELFMAN	015 GENERAL MUNICIPAL	$33,097.00
5/15/2026	49720	WEISS SEROTA HELFMAN	034 LIU, WEN -VPB ATTORNEYS FEES AND PERMANENT INJ	$13,312.50
5/22/2026	49763	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$14,165.80
5/27/2026	49813	VILLAGE OF PALMETTO BAY	PPE 05/29/26	$143,294.18
5/29/2026	49818	CALVIN GIORDANO & ASSOCIATES	SUB-BASIN 42 DRAINAGE IMPROVEMENTS	$28,037.95
5/29/2026	49819	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS - SUB-BASIN 44	$70,680.00
5/29/2026	49823	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	$126,793.65
5/29/2026	49823	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	$148,763.59
5/29/2026	49833	CURATIVE INSURANCE COMPANY	HEALTH INSURANCE - JUNE 2026	$79,001.00
5/29/2026	49841	MIAMI-DADE MANAGEMENT & BUDGET	FY 24-25 AND 25-26 (7 MONTHS) MDSO VEHICLE POLICY	$277,370.59

IT DEPARTMENT

May

1. Help desk statistics:
    a. 482 work orders received.
        i. 174 (36%) submitted by system, infrastructure, and cybersecurity alerts.
        ii. 19 (4%) auto-created by our preventative maintenance schedule.
        iii. 308 (64%) submitted by staff and elected officials.
    b. 465 work orders were closed. 96% closure rate.
2. Developed a cybersecurity alignment dashboard with three FIU students as part of the Breakthrough Tech Sprinternship program. The purpose of the dashboard is to showcase our alignment with the NIST Cybersecurity Framework. Sprintern team was able to get it to 95% complete in just three weeks.
3. Conducted an AI Workshop for Directors and their chosen staff. Subject matter experts provided by OTZ Group, a local AI firm.

Upcoming Goals

1. Installation of fiber internet services at Coral Reef Park Recreation Center.
2. Selection of a Zero Trust networking platform.
3. Selection of an AI archival system.

HUMAN RESOURCES

May

- 2 Recruitment Ad(s)
  - Multimedia Specialist
  - Recreational Attendant
- 66 Applications Reviewed
- 12 Interviews scheduled
  - Recreational Attendant
  - Passport Acceptance Agent
- 16 Pre-Employment Meetings
- 0 New Hire(s)
- 5 Training Sessions
- 1 Separations of Employment
- 3 Transfers/Updates/Evaluations
- Staffing Update as of 6/22/2026

VACANCY DETAIL		
Department	**Position**	**Additional Comments**
Active Recruitments		
Parks & Recreation	Recreation Attendant- PT (1) Park Service Aide- PT (2)	Start date scheduled Pending director review to update job description
HR & Communications	Multimedia Specialist – PT (1)	Applications under departmental review
	Total Active Recruitments- PT	**4**
	Total Active Recruitments- FT	**0**
	Total Active Recruitments	**4**
Positions on Hold		
Finance	Cashier- FT (1)	On hold; currently filled by temp.
Village Clerk	Administrative Assistant- FT (1)	On hold.
Planning & Zoning	Zoning Administrator- FT (1)	On hold; to be substituted by an Admin. Asst. position.
Public Services	Tree Trimmer- FT (1)	On hold.
	Maintenance Worker I (Facilities) – FT (2)	On hold.
Parks & Recreation	Maintenance Worker I – FT (1)	1 on hold; 1 replaced as PT Recreation Attendant
	Parks & Recreation Supervisor- FT (1)	On hold.
	Parks & Recreation Superintendent- FT (1)	On hold.
	Total On-Hold- PT	**0**
	Total On-Hold- FT	**9**
	Total On-Hold	**9**

COMMUNICATIONS

May

- 71 FB/Twitter Postings (including event and meeting postings)
- 11,915 FB Followers
  - 94 New FB followers
- 10,548 Instagram Followers
  - 166 New IG Followers
- 9,253 Email Subscribers
- 9 Videos Produced:
  - New website Launch Date reel
  - Baybrief May 4 Council Meeting reel
  - National Parks Ticket contest winners reel
  - National Teacher Appreciation Week reel
  - Website Launch reel
  - Veterans Park Groundbreaking Recap reel
  - American Legion Post 133 Veterans reel
- 2 Village Vibes Bi-Weekly E-Newsletters
  - 5/9 Village Vibes
  - 5/23 Village Vibes – Programs & Events
- 13 Promotional/Informational Campaigns – **24 Posts**
  - Summer/Tennis Camp – 1
  - Celebration of Inclusion – 4
  - Farmer's Market – 1
  - Art Exhibition – 1
  - Deering Point Cleanup – 2
  - Representative Salazar Job Fair – 1
  - MDSO Bus Safety Program – 1
  - Coral reef park Recreation Center Programs – 1
  - Village Hiring – 1
  - Senior Programming -3
  - Veterans Park – 5
  - Fertilizer in Rainy Season – 1
  - Walkthrough Wednesday – 2
- Meetings Broadcast: **2**
  - 5/4 Hybrid Regular Council Meeting
  - 5/21 Public Community Workshop
- Events Attended/Promoted: **15**
  - 5/11 Law Enforcement Officer's Memorial Ceremony
  - 5/11 Ribbon Cutting of Sweat440
  - 5/22 Palmer Trinity Aquatic Center Groundbreaking
  - 5/26 Veterans Park Groundbreaking Ceremony
  - 5/29 South Dade Mayor's Coalition
- Baybot User Interactions
  - Users – 183
  - Inquiries – 243

GRANTS

May

- New Grant Applications (1)
  - USDOT Safe Streets and Roads for All (SS4A)

- Grants Approved (1)
  - FMCA Certificate of Excellence in Government Communications 2026

- Closed Grants (0)

- Active Grants (15)
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – *2026 season underway*
  - FDEP Resilient Florida – Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – *closeout and final request for reimbursement submitted February 2026, updates pending*
  - FDOT Public Transit Service Development Grant – On-Demand Transit Service – *contract fully executed November 2025, two additional FreeBee vehicles scheduled for February 2026, pending detailed invoice for RFR*
  - FRDAP Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – *closeout package in review by agency*
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – *preparing closeout*
  - Sub-Basins 12/42 Stormwater Improvements – *pending reimbursement request*
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – *Phase 1's final reimbursement received, pending Phase 2 contract*
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 44 (State Appropriation) – *reimbursement request in progress*
  - Sub-Basins 57/96 (State Appropriation) – *closeout and reimbursement request in progress*
  - Transportation Planning Organization – Multimodal Transportation Master Plan – *grant closeout submitted March 30, in review by agency*
  - USTA Tennis Facility Grant – Coral Reef Park Fencing – *pending reimbursement and press release*
  - Village Council's Palmetto Bay "Adopt-A-Pet" Council Program – *program in progress*
  - Village Council's Senior Assistance for Veterinary Emergencies (SAVE) Council Program – *program in progress*
  - Veterans Park Phase 1 Appropriation

PARKS & RECREATION

May

Palmetto Bay Park

- Ballet at the Park: Monday thru Thursday classes 3pm - 8pm; Friday Adult and Private Lessons 12pm – 6pm
- Flamenco Saturdays 9am – 11am
- 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
- Juventus Soccer Club: Mondays, Wednesday, Saturdays, Sundays
- Travel Softball: Stingrays, Lady Canes, Rock Gold, Contenders: Monday/Friday 4pm, 6pm & 8pm
- Howard Palmetto Baseball/Softball Association- Youth Softball Leagues 8U, 10U 12U- practices Tuesdays, Wednesdays, Thursday 6pm - 9:30pm; Games Fridays 7pm and Saturdays 9am and 10:30am
- Baptist Health Senior Stretch Exercise Class: 10:30am & 11:30am
- Pickleball Reservations: 0
- Total Softball Games: 34
- Total Softball Practices: 75
- Total Pavilion/Rec Room Rentals: 3

Coral Reef Park

- Pickleball Reservations – 255
- Tennis Court Rentals: 766
- USTA Tennis Leagues: 10
- Picnic Areas/Pavilion/Gazebo Rentals: 28
- Baurball Soccer training, Weekdays 4pm - 6pm
- Beast Volleyball Tuesday, Thursday and Friday 5 – 6:30pm
- Orange Ball and Green Ball Tennis, Tuesday and Thursdays 4pm - 6:30pm Total participants: 30
- Palmetto Bay Soccer participants: 132
- Bay Lions FC Soccer participants: 86
- Howard Palmetto Baseball (T-Ball) participants: 216
- Senior Day Out to the Movies, May 28 10am-2:30pm (Ibus departure location CRP Recreation Center)

Recreation Center

- Yoga with Lucia, Mondays & Sundays 9am-10am, Registrations: 22
- Stitch, Stack & Shuffle, Mondays 1pm-3pm, Attendees per week: between 6 and 17 each week for knitting, between 2 and 6 for mahjong
- Flamenco, Mondays 4pm-5pm/5pm-6pm, Wednesdays 4pm-5pm/5pm-6pm, Saturdays 9pm-10pm/10pm-11pm, Registrations: 14
- Bodyworks, Tuesdays 10:15am-11am, Thursdays 11am-11:45am and Saturdays 10am-10:45am, Registrations: 9
- Ballet at the Park, Tuesdays & Thursdays 4pm-5pm/5pm-6pm/6pm-7:30pm, Registrations: 34

- Pilates 2 Restore, Registrations: 0

Fee Waivers- Requested and Granted in May 2026

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
FAMU NAA South Dade Chapter	Sunday, June 7th, 2026	12pm-2pm	EAF Community Room	Annual Scholarship Award Ceremony	$ 251.00	5/5/2026
Christ Fellowship Church	Thursday, May 21st, 2026	11am-1pm	EAF Community Room	Director Meeting	$ 251.00	5/18/2026
REACH 4 Housing	Saturday, July 11th, 2026	9am-3pm	EAF Community Room	FREE Workshop	$ 593.50	5/14/2026
Temple Betham	Sunday, September 13, 2026	4:30pm-6pm	Coral Reef Park	Tashlich Service	$ 55.00	5/13/2026
Hope, Heart, & Home Ministry	Saturday, November 14, 2026	10am-2pm	CRP-West Gazebo	Harvest Barbque	$ 203.50	5/13/2026
Palmetto Bay Branch Library	Saturday, July 18th, 2026	6:30pm-10pm	EAF Community Room	College Fair	$ 668.00	5/13/2026
Make a Way Ministries	Saturday, June 20th, 2026	2pm-9pm	EAF Community Room	Dinner Gathering	$ 668.00	5/27/2026

Perrine Community House

Perrine Community House Activity – May 2026

Date	Type of Use	Name of Group	Attendance
5/9/26	Program	Art Exhibit	67
5/26/26	Program	Senior Arts & Craft: Watercolor Workshop	15
5/18/26	Waiver	Be Strong International	15
5/19/26	Waiver	Be String International	15
5/21/26	Rental	Bryan Planning Seminar	25
5/30/26	Rental	Bennett Graduation	70

Ludovici Park

Ludovici Park Activity – May 2026			
Date	Type of Use	Name of Group	Attendance
5/6/26	Program	Baptist Pilates Core & Stretch	17
5/13/26	Program	Baptist Pilates Core & Stretch	18
5/14/26	Program	Senior Spring Fling	37
5/20/26	Program	Baptist Pilates Core & Stretch	15
5/27/26	Program	Baptist Pilates Core & Stretch	15
5/1/26	Rental	Sergios Birthday Party	35
5/2/26	Waiver	Casa Italia	20
5/3/26	Program	Yoga by the Bay	15
5/4/26	Waiver	Cutler Bay Community Theater	15
5/5/26	Waiver	Musicore	20
5/6/26	Waiver	VPB Library Teen Advisory	15
5/9/26	Waiver	Casa Italia	20
5/11/26	Waiver	Cutler Bay Community Theater	15
5/12/26	Waiver	Musicore	20
5/13/26	Waiver	VPB Library Teen Advisory	15
5/14/26	Waiver	VPB Library Coloring Class	15
5/16/26	Waiver	Casa Italia	20
5/16/26	Waiver	VPB Library Yoga Class	30
5/18/26	Waiver	Cutler Bay Community Theater	15
5/19/26	Waiver	Musicore	20
5/20/26	Waiver	VPB Library Teen Advisory	15
5/21/26	Waiver	VPB Adult Book Club	15
5/21/26	Waiver	CFChurch Director Meeting	6
5/25/26	Waiver	Cutler Bay Community Theater	15
5/26/26	Waiver	Garden Club	35
5/27/26	Rental	7th Grade Reset Retreat	25

5/28/26	Waiver	VPB Library Coloring Class	15
5/30/26	Rental	Diaz Graduation	40
5/31/26	Waiver	13U Pink Venom	20

Thalatta Estate

Thalatta Estate Activity – May 2026			
Date	Type of Use	Name of Group	Attendance
5/3/26	Program	Yoga by the Bay	6
5/7/26	Special Event	Mother's Day Wine Glass Painting	13
5/10/26	Program	Yoga by the Bay	17
5/17/26	Program	Yoga by the Bay	12
5/31/26	Program	Yoga by the Bay	15
5/1/26	Event	VPB Mari Guerra's Retirement Party	150
5/2/26	Photo	John Perrand Engagement	10
5/2/26	Rental	Ron West Dinner	30
5/3/26	Rental	Derby Reunion	150
5/4/26	Photo	Lena Acosta	5
5/5/26	Photo	Gisleide Vicente	5
5/5/26	Waiver	Chabad PB Women's Education Class	14
5/7/26	Waiver	MDCPS Principal Luncheon	49
5/8/26	Photo	Elaine Carpio	5
5/8/26	Rental	Frozen Proposal	15
5/9/26	Rental	Pages-Villano Wedding	184
5/11/26	Photo	Allison Tercero	5
5/11/26	Photo	Tashany Morales	5
5/12/26	Photo	Jennifer Rovera	5
5/12/26	Waiver	Chabad PB Women's Education Class	14
5/18/26	Photo	Alison Tercero	5
5/18/26	Photo	Nini Guzman	5
5/19/26	Photo	Ylain Parra	5

5/19/26	Waiver	Chabad PB Women's Education Class	14
5/21/26	Photo	Ashanty Reynoso	5
5/21/26	Photo	Cinia Aquino	5
5/25/26	Photo	Samantha Fernandez	5
5/25/26	Photo	Jessica Rivas	5
5/25/26	Photo	Jennifer Rudales	5
5/27/26	Photo	Shelby Pitman	5
5/28/26	Photo	Isabella Pina	5
5/28/26	Photo	Salome Pavon	5
5/30/26	Waiver	St Andrews Recognition	48
5/31/26	Photo	Mulligan	5

July 2026 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet at the Park: Monday – Thursday 4 - 8pm; Adult class/lessons: Fridays 12 - 6pm
- Flamenco Saturdays, 9am – 11am
- I9 Sports: Saturdays, 8am - 2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays, 5:45pm-8:30pm
- Juventus Soccer Club: Mondays, Wednesdays, Saturday, Sundays
- Bay Lions Soccer Club: Tuesdays, Thursdays and Fridays
- Howard Palmetto Baseball Softball Association Fall League registration
- Travel Softball: Stingrays, Rock Gold, Lady Canes, SF Contenders: Mon-Friday 6pm & 8pm

Coral Reef Park

- Baurball Soccer Training, Soccer Camp July 6-9; July 13-16, 2026: 9am-1pm
- Beast Volleyball Tuesday, Thursday and Friday, 4-530pm
- TTT Fitness, Monday - Thursday, Saturday 9am-10am and 430pm-530pm
- Tennis Camp & Summer Camp begins June 8 – July 31
- Senior Day Out to the Movies, July 9 10am-2:30pm (Ibus departure location CRP Recreation Center)

Perrine Community House

- 0 Rental
- 0 Waiver
- 13 Program
- 0 Event

Thalatta Estate

- 0 Rental
- 0 Rehearsal
- 3 Photoshoot
- 0 Event
- 4 Programs
- 0 Waiver

Ludovici Park

- 1 Rental
- 0 Rehearsal
- 0 Photoshoot
- 0 Event
- 2 Programs
- 18 Waiver

Park Projects

Palmetto Bay Park Irrigation Redesign – Calvin Giordano

- 12/13/2024 submittal package for Building Department review
- 4/25 Release Invitation to Bid
- 6/9 one (1) Bid Received
- Evaluation of Project based on budget
- RFP Released April 14, 2026
- Pre-Submission Meeting April 28, 2026
- Last Day for Questions May 5, 2026
- Bid Opening May 15, 2026, at 11am
- No Bids Received
- Release Invitation to Bid May 26, 2026
- Non-Mandatory Pre-Bid Meeting June 2, 2026
- Bids Due June 11, 2026
- To Council for Approval July 2026

Coral Reef Park Pineland - IRC

- 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
- Draft agreement received February 5, 2026, and currently under review by Parks Dept and Attorney
- Proposals received (3)
- Purchase Order approved
- Mobilization June 2026
- Prescribed Burn prior to the end of June 2026

The Woods

- Phase I FY 25-26 budget $250,000
- Phase I Approved on 11-2-25 IRC to proceed at a cost of $194,500, execution of contract in process.
- Purchase Order approved for purchasing benches, trash receptacles, signs, and pet waste stations
- Community Workshop scheduled for December 6, 2925, 1:00pm at the Perrine Community House.
- IRC – Currently working on Phase 1 Required Components
- Tree permit approved and work resumes March 23, 2026
- Work in Process as scheduled
- April 30, 2026- Volunteer Planting and clean-up day
- Benches, Trash Receptacles and Dog Waste Stations ordered May 2026
- Working on quotes for installation of trail

Veteran's Park

- 100% Plans Received December 2024
- Kimley Horn Currently working on permits
- DERM – Approved 12/16/2025
- Miami-Dade Water and Sewer plans – 9/2025 approved
- RFP for construction of Phase 1 to be Released February 2026
- Woody Williams Foundation for the Gold Star families Memorial Monument – Under Contract
- Designed Approved via Resolution No.2025-66
- February 2026- Consultant completed specifications Phase 1
- Invitation To Bid to be advertised February 17, 2026
- Pre-Bid Meeting: February 24, 2026
- Last Day to Submit Questions: March 2, 2026
- Last Addendum Issued: March 3, 2026
- Submission of Bid Due: March 12, 2026
- March 19, 2026- four (4) bids received pursuant to Invitation To Bid
- Bid evaluation to follow -March 2025
- Approved and awarded to Waypoint Construction April 2026
- Groundbreaking Event- May 26, 2026
- Work in Progress

Pickleball Center

- Council approved Construction of Design Build Indoor Pickleball Center-
- Contract for Build-Out (Waypoint) executed 9-2025; site work began and leveling of fill 10/2025
- Management/Operations (Diadem) approved by Council 9/17/2025
- Design and permitting in Progress
- Currently under construction-land clearing/prep completed
- Installation of Construction Fence: March 2026

Coral Reef Park Playground Improvements

- 12/9/24 approved by Village Council
- 1/25 Contract executed
- Installation scheduled to begin October 27, 2025, with completion date of December 19, 2025
- Confirmed equipment delivery and start date of October 29, 2025, project underway.
- Project Completed

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
- Design 9/12/2025
- Community Meeting scheduled for November 6, 2025, and December 10, 2025, at 6pm at Palmetto Bay Park
- Next steps: construction drawings and permits June 2026
- Staging and mobilization Spring 2026 and estimated completion August 2026

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
- Chisholm Architect working on project
- Notice To Proceed issued; 40% of Phase 1 completed
- Chisholm currently in discussion with SFWMD
- SFWMD requested updated survey-quotes in process
- Survey in process May 2026

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
- Contractor sent notice he will not be able to follow through with proposal
- In communications with the lowest bidder
- Approval of the second lowest bidder presented to Village Council at the March meeting
- Phoenix Concrete approved by Village Council on March 2, 2026
- Execution of contract March 19, 2026
- Contract Canceled
- Issuing new Invitation To Bid May 26, 2026
- Non-Mandatory Pre-Bid Meeting June 2, 2026
- Bids received 9 on June 11, 2026
- To Council for Approval July 2026

PUBLIC SERVICES

May

Department/Division: Public Services												
Service Description	October	November	December	Qtr. 1 Oct. - Dec.	Jan	Feb	Mar	Qtr. 2 Jan-Mar	April	May	Qtr 3 Apr-June	Fiscal Year to Date FY 2025-2026
STREET AND ROW MAINTENANCE												
Signs Repaired/ Installed	4	5	3	12	6	62	8	76	14	39	53	141
Graffiti Removal	0	0	0	0	0	1	0	1	3	2	5	6
Pothole/ Shoulder Repairs	5	6	5	16	8	5	4	17	12	5	17	50
Debris/ Trash Removal (TN)	15.01	26.9	9.48	51.39	6.98	11.12	30.51	48.61	32.4	13.16	45.56	145.56
TOTAL STREET & ROW MAINT.	**24.01**	**37.9**	**17.48**	**79.39**	**20.98**	**79.12**	**42.51**	**142.61**	**61.4**	**59.16**	**120.56**	**342.56**
STREET AND ROW INSTALLATION												
Sidewalks (linear ft.)	0	780	1207	1987	1065	165	0	1,230	113	197	310	3,527
Paving (linear ft.)	0	0	0	0	5060	4096	0.00	9,156	1484	0	1,484	10,640
TOTAL STREET & ROW INST.	**0**	**780**	**1207**	**1987**	**6125**	**4,261**	**0**	**10,386**	**1,597**	**0**	**1,597**	**14,167**
STORMWATER												
Drain Cleaning/ Repairs	83	52	74	209	59	86	95	240	62	97	159	608
Catch Basin	61	52	33	146	54	40	94	188	59	82	141	475
Outfalls	3	0	32	35	0	1	0	1	1	11	12	48
Linear Feet Pipe	6428	1601	6677	14706	1320	4955	2623	8898	1323	3324	4647	28251
Canal Cleaning/ Clearing (Linear Feet)	0	0	0	0	0	0	0	0	7874	0	7874	7874
Flooding Investigations & Resolutions	3	0	0	3	1	0	0	1	2	1	0	4
Complaints Reported to MDC	1	10	9	20	4	2	3	9	5	3	0	29
TOTAL STORMWATER ACTIVITIES	**6579**	**1,705**	**6825**	**6579**	**1438**	**5084**	**2815**	**9337**	**9326**	**3518**	**12833**	**28749**
INSPECTIONS												
Sidewalks/ Driveways	13	17	35	65	10	18	7	35	21	29	50	150
Paving/ Drainage	32	30	20	82	9	11	5	25	16	18	34	141
TOTAL INSPECTIONS	**45**	**47**	**55**	**147**	**19**	**29**	**12**	**60**	**37**	**47**	**84**	**291**
Total Complaints in the month reported to MDC	12	11	9	32	4	2	3	9	5	3	8	49

Capital Projects

- Stormwater Fee Assessment Study Council Item was approved. Supplemental (NTE $50,000) set aside was approved; for Stormwater Ordinance Modifications, Green Infrastructure, Credit Program, etc. After discussions with Team, plan is to move forward with the Study and Draft Ordinance. Credit programs will be removed, and work will be programmed over next two years, namely FY26-27 and FY27-28.
- Stormwater Master Plan Update on hold awaiting contract award from agency, expected by September 2026.
- Drainage Sub Basin 12 (ON-GOING). Drainage Trunk Line Work is approximately 45% complete. To accommodate existing slab covered trenches, we are making design/field adjustments to preserve/have redundant systems. Substantial completion is expected in late July/August.
- Will request Contractor to start work on permit application, shop drawings, etc., with consultant and Village of Palmetto Bay for Sub Basin 42.
- V&G Traffic Calming installation approximately 60% complete, pending revised locations due to resident concerns at originally planned locations.
- Metro Express installed concrete slabs for Bench Installation as part of Beautification efforts, costing roughly $5-$6K.
- SW 184TH Street Sidewalk Gap construction substantially complete. Finalizing connection to Old Cutler Road and relocation of irrigation system and sod installation.
- PS Parking Lot Improvement Project bid opening scheduled for June 4th.

- Enterprise Fleet replacement of 2020 vehicles complete, except for delivery of 1 – 1500 Ram Pickup Truck. Received proceeds from first 4 vehicles replaced, sales of remaining vehicles is still pending.

Upcoming Projects

- Coral Reef Park Parking Lot Improvement Project (East of Tennis Courts) scheduled to be completed in the week of June 8th
- Localized Drainage Improvement Project to start week of June 15th, with work scheduled to start at SW 80TH Avenue location, west of Coral Reef Elementary.
- Thalatta Electrical Repairs scheduled for June, to coincide with Driveway improvements associated with Snowden Bridge Approach.
- Finalizing quotes receipt for Award of additional on street parking along SW 174TH Street, East of US1.
- Will request engineering design fee proposals for the redesign of SW 95TH Avenue, from existing condition (Two-way traffic with parallel on street parking) to One Way Traffic with diagonal parking.

POLICE

May

- South Florida Crime Prevention Association Meeting
- Citizen Crime Watch meeting
- DARE classes at Christ Fellowship
- Youth Crime classes at Howard Drive and Coral Reef Elementary Schools
- Field Trip to Animal Kingdom with Howard Drive Elementary 5th grade class
- Officer Friendly class at Howard Drive and Coral Reef Elementary School
- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 1 Commercial Burglaries
    - 0 Residential Burglaries
    - 2 Vehicle Burglaries
    - 0 Robbery
    - 14 Domestic Dispute/Disturbance
    - 6 Baker Acts
    - 31 Crashes

Upcoming Events

- Palmetto Bay Summer Camp
- radKIDS at Summer Camp
- Summer Camp Hot Dog Event
- South Florida Crime Prevention Association Meeting
- Florida Crime Prevention Association Meeting

Planning & Zoning Department

May

FY2025-2026 Budgeted Projects

- Administrative Variance Applications received:
  - None
- Administrative Site Plan Review Applications Received:
  - None
- Zoning Verification Letter
  - ZVL-26-015 15715 S Dixie Highway
  - ZVL-26-016 33-5026-005-0035 (No address)
- Zoning Hearing Applications Received:
  - None
- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 86
  - Planning and Zoning Inspections: 62
- Business Tax:
  - Renewals: 0
  - New Certificate of Use: 14
  - Business Tax: 15
- GOGov Permits:
  - Garage Sale: 18
  - Real Estate Banner: 0
  - Solicitation: 0
  - Special Event Banner: 0
  - Business Improvements Grants: 0
- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 36
  - Close Cases: 66
  - Citations Issued: 12
  - Special Master cases: 19

Upcoming Events

- June 15, 2026, Hearing
- June Cancelled, Special Master Hearing.

Sustainability and Resiliency

May

- USA 250 Celebration



  - Planning full scale monthly celebration in collaboration with Communications
  - Next scheduled meeting: Thursday, June 25, 2026

  May Activities:
  - Community service: Veterans' video
  - Celebration of Community Service
    - American Legion Interviews Video
    - 250 Acts of Service Cleanup | Deering Point, Saturday, May 16, 8:30am-11am

  - June 2026
    - Celebration of Community Service (continued)
    - 250 Acts of Service Volunteer Event
    - Caring for Miami | Thursday, June 11, 2026, 11am-1pm

- AIPP
  - Village Council selected Palmetto Rise for traffic circle art piece; Village Attorney involved in formation of contract
  - Next AIPP Meeting: June 11

- Village of Palmetto Bay Cleanup Day
  - Success! Over 20 volunteers and 100 lbs. of trash collected.
  - October 2026 date is coming soon.

- Resiliency Committee
  - Next meeting: June 2026
  - Completing litter index of Keep Palmetto Bay Beautiful Program

- Recycling Drive
  - Coordinating with DEA for Fall Recycling Drive-Thru date

- Plastics Challenge
  - Currently plastic count: 441.2 lbs.
  - Thank you to everyone for bringing in plastic! Let's keep it going 😊

- Composting
  - Coordinating efforts with Soil mate
  - Current Idea: to have a composting bin at Bill Sadowski Park

- Keep Palmetto Bay Beautiful
  - Affiliate program of Keep America Beautiful
  - Resiliency Committee conducting litter index of Village.

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Attorney Expenses
SUGGESTED ACTION:	

ATTACHMENTS:
Legal Invoices & Expenses

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

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

Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318146

CLIENT: 2210 - Village of Palmetto Bay
Re: 014 Public Records Response Assistance

For Professional Services Rendered

Date		Services	Hours	Amount
05/02/26	jem	Conference Concerning And Respond To Records Request From Regarding Litigation Expenses Request	0.60	187.50
05/10/26	jjq	Communications With Client Re Pending Public Records Requests	0.20	62.60
05/15/26	jjq	Communicate With Client Re Pending Public Records Matters	0.20	62.50
05/26/26	jj	Prepare For And Confer Re PRR-2025-380	0.30	93.75
05/26/26	jem	Conference Concerning And With Village Clerk Regarding Review Of PRR-2025-380 Requests	0.80	250.00
Total Professional Services			**2.10**	**$656.35**

Invoice Summary

For Professional Services	656.35
For Disbursements Incurred	0.00
Total this Invoice	**$656.35**

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

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318147

CLIENT: 2210 - Village of Palmetto Bay
Re: 015 General Municipal

For Professional Services Rendered

Date		Services	Hours	Amount
05/01/26	jjq	Communications With Client Re Park Vendor Agreements; Review And Revise Same; Prepare For Regular Council Meeting; Communciations With Client Re Councilmember Inquiries Concerning Certain Litigation Matters; Research Same; Prepare Response Re Same; Revise Same	2.70	843.75
05/01/26	rcp	Review And Analyze Pending Charter Amendment Reviews For Legal Sufficiency; Finalize Various Charter Amendment Redlines And Comments And Provide To John D	0.30	93.75
05/04/26	jjq	Communicate With Client Re Agenda Items; Review And Analyze Proposed Raftelis Amendment; Communicate With Client Re Same; Conference Re Same; Work From Village Hall	1.70	531.25
05/04/26	jjq	Prepare For And Attend Regular Council Meeting	3.40	1,062.50
05/05/26	jjq	Communications With Client Re Post-Council Meeting Items; Communicate With Client Re AIPP Agreement; Conference Re Same; Prepare Potential Legislation For June Council Meeting; Revise Same; Research Questions And Issues Raised By Mr. Dellagloria Re Legality Of Certain CRC Proposals; Analyze Issues Re Same; Communicate With Mr. Dellagloria Re Same	2.30	718.75

For Professional Services Rendered

Date		Services	Hours	Amount
05/06/26	jjq	Communicate With Client Re AI Policy Matters; Communicate With Client Re CRC Matters; Communicate With Mr. Dellagloria Re Same; Conference Re AI Policy; Prepare Resolution Rescinding Resolution 2025-80; Revise Same; Prepare Resolution Rescinding Ordinance 2026-01; Revise Same; Communicate With Client Re Same; Research Agenda Requirements; Communications With Client Re Same	1.60	500.00
05/06/26	jms1	Correspondence Re Artificial Intelligence Policy Review and Revisions	0.20	62.50
05/07/26	jjq	Conference With Client And Mr. Pittman Re AIPP Installation And Potential Agreement; Communicate With Client Re Expenditures Resolution; Communications With Client Re Potential Voting Conflict Matters; Conference Re Same; Communicate With Client Re Public Art Agreement	1.30	406.25
05/07/26	ram	Review And Analyze Voting Conflict Opinions Issued By Local Ethics Commission Concerning Lawsuits Involving Council Members And Confer With Village Attorney	1.50	468.75
05/07/26	rcp	Confer Regarding Legal Sufficiency Review Changes Incorporated For Charter Amendments	0.20	62.50
05/07/26	ram	Telephone Conference With Village Attorney Concerning Possible Voting Conflict Due To Lawsuit Related To Charter Review	0.30	93.75
05/08/26	jjq	Revise And Finalize Ordinances And Resolutions Amended At Regular Council Meeting; Communications With Client Re Same; Review And Analyze Potential Edits To Ballot Summaries To Ensure They Comply With Statutory Word Limit; Conference Re Same; Communicate With Client Re Rescission Legislation; Revise Resolution Re Rescission Of 2025-80; Revise Ordinance Re Revision Of 2026-01	1.50	468.75
05/08/26	ram	Review And Analyze Background Information And Related Documents In Connection With Request For Ethics Opinion; Draft Request For Ethics Opinion	1.00	312.50
05/10/26	jjq	Communications With Mr. Dellagloria Re New CRC Proposals; Review Potential Issues Re Same	0.50	156.50
05/11/26	jjq	Communicate With Client Re Potential Stormwater Amendment; Prepare Agenda Items And Submissions For June Regular Council Meeting; Follow Up Re Same; Research Concerning Election Map Redistricting Requirements Re CRC Proposal; Communicate With Client Re Same; Communications With Client Re CRC Meeting Matters	1.70	531.25
05/11/26	jem	Review And Analyze Shannon Melendi Act Ordinance, And Correspondence In Firm Regarding Art In Public Places Contract	1.60	500.00
05/11/26	jem	Review Charter Amendments	1.00	312.50
05/11/26	jem	Prepare For And Attend Charter Review Meeting	1.60	500.00

For Professional Services Rendered

Date		Services	Hours	Amount
05/11/26	ram	Telephone Conference With General Counsel For MDC Ethics Commission Concerning Request For Ethics Opinion	0.30	93.75
05/11/26	ram	Telephone Conference With Village Attorney Concerning Request For Ethics Opinion	0.20	62.50
05/12/26	jem	Communicate (other outside counsel) With John Dellagloria And John Quick Concerning Charter Amendment Proposals	0.90	281.25
05/12/26	jjq	Conference With Mr. Dellalgloria Re Pending CRC Matters; Review And Analyze Proposals Re Legal Sufficiency; Conference Re Stormwater Master Plan Proposal; Communicate With Client Re Same; Review And Analyze Proposed Edits Re Same; Prepare Resolution Waiving Restrictions For Ms. Changkachith; Revise Same; Communicate With Client Re Same	1.50	468.75
05/12/26	lad	Conference Concerning Proposed Stormwater Ordinance Re Stornmwater Credit Program and Green Infrastructure Requirements; Research Other FL Municipalities with Similar Programs	1.40	437.50
05/13/26	jjq	Conference With Client, Kimley Horn, And Raftelis Re Stormwater Management Plan Matters And Analysis	1.00	312.50
05/14/26	lad	Prepare for and Attend Conference With Village and Kimley Horn and Raftelis Re Stormwater Credit and Green Infrastructure Programs, and Adding Scope to Services on Rate Study.	1.30	406.25
05/14/26	jjq	Communications With Client Re Proposed Dog Area At Coral Reef Park; Review And Revise Resolution Re Same; Communications With Client Re Park Artwork Matter; Analyze Issues Re Same; Review Prior County Documents Re Same; Follow Up Re Same; Communicate With Client Re Fertilizer Prohibition Matters; Research Re Same	1.60	500.00
05/15/26	jjq	Review And Revise Proposed Artwork Use Restriction Language; Communicate With Client Re Same; Prepare AIPP Agreement With Mr. Pittmann; Research Issues Re Same; Conference Re Same; Revise Same; Communications With Client Re Same; Communications With Client Re Dog Park Matters	2.20	687.50
05/18/26	jjq	Conference With Client Re AIPP Proposal; Communicate With Client Re Pittmann Agreement; Review And Analyze Proposed Revisions From American Heart Association; Communicate With Client Re Same; Review, Revise, And Analyze Proposed Agenda Items; Communications With Client Re Same; Advise Client Re Fertilizer Ordinance; Review And Analyze CRC Length Of Service Proposal; Communicate With Mr. Dellagloria Re Potential Ambiguity Re Same	2.30	718.75

For Professional Services Rendered

Date		Services	Hours	Amount
05/18/26	ram	Prepare Correspondence To MDC Ethics Commission's General Counsel Requesting Ethics Commission Related To Voting Conflict And Charter Review Process	0.40	125.00
05/18/26	jms1	Correspondence Re Artificial Intelligence Resolution	0.30	93.75
05/18/26	jms1	Review And Redline Artificial Intelligence Resolution	0.40	125.00
05/19/26	jjq	Research Concerning Visual Artists Rights; Conference Re Same; Research County Art Procurement And Deaccession; Analyze Issues And Follow Up Re Same; Communicate With Client Re Decorum Statement Matters; Review And Analyze Code Re Same; Revise Decorum Statement Ordinance; Prepare For And Attend Agenda Briefing; Communicate With Client Re Parks Master Plan Matters; Communications With Client Re Proposed Expansion Of Dog Access Ordinance; Review And Revise Stormwater Revenue Forecast Agreement; Communicate With Client Re Same	3.60	1,125.00
05/19/26	jms1	Meeting With Staff Re Artificial Intelligence Policy Review and Revisions	0.30	93.75
05/19/26	jms1	Revise Artificial Intelligence Policy	0.70	218.75
05/19/26	dfc	Conference Concerning Refurbishment Of Public Artwork At Coral Reef Park	0.30	93.75
05/20/26	jms1	Correspondence Re Artificial Intelligence Policy Review and Revisions	0.40	125.00
05/20/26	jms1	Revise And Provide Comment Re Artificial Intelligence Policy	1.00	312.50
05/20/26	jms1	Prep And Meeting With Staff Re Artificial Intelligence Policy Recommended Changes	1.30	406.25
05/20/26	jms1	Modify Artificial Intelligence Policy Related To Staff Feedback	0.60	187.50
05/20/26	jms1	Correspondence Re Information Technology Policies And Procedures	0.20	62.50
05/20/26	jjq	Research Concerning Reindeer Rule; Research Concerning New Florida DEI Law; Review And Analyze Prior Village Government Speech; Communications With Client Re Same; Conference Re Same; Analyze Secular Communications; Analyze And Develop Matters Re Potential Social Media Policy	2.40	750.00
05/20/26	lad	Confer Re Social Media Policy and Request for Posting of Information	0.40	125.00
05/20/26	tr	Conference Concerning Social Media Policy	0.40	125.00
05/20/26	dfc	Review And Analyze Interlocal Agreement Coral Reef Park Transfer To Village (Refurbishment Of Public Artwork At Coral Reef Park)	0.30	93.75
05/20/26	dfc	Review And Analyze 1977 Contract Between Fran Williams (Artist) And Dade County For Artwork (Refurbishment Of Public Artwork At Coral Reef Park)	0.30	93.75
05/20/26	dfc	Review And Analyze MDC APP Procedures (Refurbishment Of Public Artwork At Coral Reef Park)	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
05/20/26	dfc	Review And Analyze MDC APP Trust Resolution No. APPT 25-44 / Meeting Minutes (Refurbishment Of Public Artwork At Coral Reef Park)	0.30	93.75
05/20/26	dfc	Research Artist Fran Williams; Search USPTO Records / Conduct Internet Search To Determine Whether Artist Is Still Alive	0.40	125.00
05/20/26	lsl	Review And Redraft Urban SDK Renewal	1.50	468.75
05/21/26	jms1	Correspondence Re Artificial Intelligence Policy Review and Revisions	0.60	187.50
05/21/26	jms1	Modify And Finalize Artificial Intelligence Policy	0.70	218.75
05/21/26	jms1	Correspondence Re Toshiba Agreement (LSR#661)	0.30	93.75
05/21/26	jms1	Meeting With Staff Re Toshiba Agreement (LSR#661)	0.30	93.75
05/21/26	jms1	Follow Up On Finalize Artificial Intelligence Policy	0.20	62.50
05/21/26	jjq	Communications With Client Re Employee Policy Update; Conference Re Same	0.40	125.00
05/21/26	lsl	Review Revisions To Urban SDK	0.50	156.25
05/22/26	jjq	Review And Revise Resolution Re Granicus Agreement; Communicate With Client Re Same; Communications With Client Re AI Policy Matters; Review And Analyze Issues Re Same; Review And Revise Bike Lane Resolution; Communicate With Client Re Same; Review And Revise Council Memo Re Same; Communicate With Mr. Pittman Re AIPP Agreement; Analyze Comments Re Same	1.70	531.25
05/22/26	jms1	Correspondence Re Finalized AI Policy For Human Resources	0.30	93.75
05/22/26	jem	Conference Concerning Regarding PRR-2025-380 Production Response	0.40	125.00
05/22/26	jms1	Correspondence Re Draft Artificial Intelligence Policy	0.20	62.50
05/23/26	jjq	Communicate With Client Re Upcoming Agenda Items	0.20	62.50
05/26/26	jjq	Review And Revise AIPP Agreement With Mr. Pittman; Communicate With Mr. Pittman Re Same; Communicate With Client Re Same; Review, Revise, And Approve Proposed Agenda Items, Council Memoranda, And Backup Materials; Conference With Client Re Reindeer Rule And New Florida DEI Law; Research Issues Re Same; Communicate With Client Re Social Media Policy	1.60	500.00
05/26/26	jem	Revise Charter Amendments For Legal Sufficiency	2.50	781.25
05/26/26	jem	Review And Analyze Alexander Montessori Communications Regarding SP-26-003	0.20	62.50
05/27/26	jjq	Prepare For And Attend Meeting With Client Directors Re Village-wide Matters And Issues; Conference With Client Re Agenda And Meeting Prep; Review And Prepare For New Council Meeting Procedures; Analyze Issues Re Same	2.70	843.75
05/27/26	lsl	Review And Evaluate Paycom Agreement And General Terms And Conditions	4.50	1,406.25
05/27/26	jem	Revise Charter Amendments For Review By John Dellagloria	0.50	156.25
05/27/26	ram	Telephone Conference With Village Attorney Concerning Ethics Opinion	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
05/27/26	ram	Telephone Conference With Ethics Commission's General Counsel Concerning Ethics Opinion Items	0.30	93.75
05/28/26	jjq	Communicate With Client Re Upcoming Agenda Items; Communicate With Mr. Pittman Re Artwork Agreement; Communicate With Client Re Same; Review And Analyze Potential Exhibits For Artwork Contract	1.10	343.75
05/28/26	lsl	Prepare For And Attend Zoom Call On PayCom Agreement	1.50	468.75
05/28/26	jem	Prepare For And Attend Meeting With John Dellagloria Regarding Charter Amendment Revisions	1.20	375.00
05/28/26	jem	Review And Revise John Dellagloria Charter Amendments And Provide Revisions	0.90	281.25
05/28/26	jem	Review And Analyze Proposed Charter Amendment For USDA Property And Communicate With John Quick And Roger Pou Regarding Issues Of Legality	0.90	281.25
05/28/26	ram	Review And Analyze Ethics Opinion And Confer With Village Attorney	0.40	125.00
05/28/26	ram	Telephone Conference With Village Attorney Concerning Revised Ethics Opinion	0.30	93.75
05/28/26	dfc	Review And Analyze Visual Artist Rights Act Issues Relating To Proposed Refurbishment Of Artwork At Coral Reef Park; Review/Analyze Prior Research Concerning Applicability Of Act To Artworks Created Prior To 1991 / Incorporated Into Building	1.00	312.50
05/29/26	jjq	Review And Revise Proposed Charter Ballot Language; Conference Concerning Finalizing Charter Proposals; Conference Concerning Pending Village Items And Preparation For Potential Issues Related To Same; Communicate With Mr. Pittman Re Art Agreement; Communicate With Client Re Same; Communications With Client Re Upcoming Agenda Items; Communicate With Mr. Dellagloria Re CRC Matters	2.90	906.25
05/29/26	jem	Review And Analyze Pending Charter Amendment Revisions To Be Sent To Committee	0.40	125.00
05/29/26	jem	Conference Concerning Pending Litigation Matters And Projects Such As Storm Water Code Update, School Expansions, and Internal Policies On Social Media, And AI Usage	1.60	500.00
05/29/26	jem	Revise And Finalize Proposed Charter Amendments: Protection Of Village Property; Compensation For Officials; Length Of Service; Charter Review Commission Proposals; Bill Of Rights; USDA Property And Single Member Districts. Communicate With Roger Pou, John Quick And John Dellagloria Regarding The Same	5.20	1,625.00
05/29/26	ram	Telephone Conference With Village Attorney Concerning Final Draft Of Cody Ethics Opinion	0.30	93.75
05/29/26	ram	Telephone Conference With MDC Ethics Commission General Counsel Counsel Concerning Issuance Of Final Opinion	0.30	93.75
05/29/26	ram	Review And Analyze Correspondence Concerning Official Ethics Opinion	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
05/29/26	rcp	Review And Revise Charter Amendment And Ballot Question Relating To Single Member Districts	1.00	312.50
05/30/26	jjq	Review, Analyze, And Approve Pittman Contract; Communicate With Client Re Same	0.40	125.00
05/31/26	jjq	Research Concerning Restrictions On Voter Referenda On Land Development Matters; Communicate With Mr. Dellagloria Re Same	0.60	187.80
05/31/26	jjq	Preparation For Regular Council Meeting	1.30	406.90
Total Professional Services			**92.90**	**$29,032.45**

For Disbursements Incurred

Date	Description	Amount
	Westlaw Research	122.83
Total Disbursements Incurred		**$122.83**

Invoice Summary

For Professional Services	29,032.45
For Disbursements Incurred	122.83
Total this Invoice	**$29,155.28**

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

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

Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318148

CLIENT: 2210 - Village of Palmetto Bay
Re: 017 Planning Matters

For Professional Services Rendered

Date		Services	Hours	Amount
05/01/26	jjq	Communicate With Client Alexander Montessori Application; Research Re Same; Conference Re Same; Analyze Issues Re Same	0.90	281.25
05/04/26	jjq	Communicate With Mr. Behar Re Westminster Unity; Communicate With Client Re Same	0.30	93.75
05/04/26	jjq	Review, Revise, And Approve Proposed Chamula Agenda Items	0.30	93.75
05/05/26	jjq	Research Concerning Noticing And Continuance Standards And Requirements; Communications With Client Re Same; Conference Re Same; Communicate With Client Re Public Workshop Requirements	0.90	281.25
05/06/26	jjq	Communicate With Client Re June Zoning Hearing; Communicate With Client Re ZVL-26-011	0.30	93.75
05/08/26	aus	Review And Provide Comments To Zoning Verification Letter Draft For 9500 SW 180 Street	0.90	281.25
05/11/26	jjq	Research Concerning Stormwater Management Issues; Analyze Potential Impacts Re Same	0.80	250.00
05/12/26	jjq	Review And Analyze Proposed LPA Notice; Review And Analyze Proposed Ordinance Re Minor Residential Permits; Communicate With Client Re Same	0.50	156.25
05/15/26	jjq	Attend To Matters Re June LPA And Zoning Hearing	0.40	125.00
05/18/26	jjq	Communicate With Client Re Palmer Trinity Workshop; Communicate With Ms. Salgado Re Alexander Montessori SP-26-003	0.40	125.00

For Professional Services Rendered

Date		Services	Hours	Amount
05/22/26	jjq	Conference With Ms. Salzado And Client Re Site Plan Review Process; Conference With Client Re Notice Issues; Research Matters Re Same; Research Concerning Private School Rights And Limitations Of Development; Conferences Re Same; Research Bounds Of Express And Implied Preemption; Analyze Issues Re Same	2.60	812.50
05/22/26	tr	Analysis Of Applicability Of Sec. 100.042(19) To Alexander School Claim, Review Ms. Haro's Correspondence And Draft Response, Conference Re Same	0.80	250.00
05/22/26	eom	Correspondence Re Alexander Montesorri School's Claim of Exemption Under Section 100.042 of Florida Statutes; Review Statute; Reviews Correspondence From Schools; Review School's Development History And Applicable Village Regulations, Draft Detailed Correspondence Re The Same	1.20	375.00
05/26/26	jjq	Review And Analyze Alexander Montessori Position Re School Preemption Statute; Research Related To Same; Prepare Response To Preemption Argument And Workshop; Conference Re Same	1.70	531.25
05/27/26	jem	Review And Analyze Alexander Montessori Correspondence And Applicants Agreement To Hold Workshop	0.20	62.50
Total Professional Services			**12.20**	**$3,812.50**

Invoice Summary

For Professional Services	3,812.50
For Disbursements Incurred	0.00
Total this Invoice	**$3,812.50**

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318149

CLIENT: 2210 - Village of Palmetto Bay
Re: 020 Budget

For Professional Services Rendered

Date		Services	Hours	Amount
05/14/26	jjq	Communications With Client Re Audit Evaluation Committee Matters; Research Re Same	0.50	156.25
05/27/26	jjq	Review And Analyze Proposed Property Amendment Bill; Communicate With Client Re Same	0.40	125.20
05/28/26	jjq	Analyze Potential Impacts Of Proposed Property Tax Amendment; Communicate With Client Re Same	0.50	156.25
Total Professional Services			**1.40**	**$437.70**

Invoice Summary

For Professional Services	437.70
For Disbursements Incurred	0.00
Total this Invoice	**$437.70**

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Suite 1200
Coral Gables, FL 33134
305-854-0800
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318150

CLIENT: 2210 - Village of Palmetto Bay
Re: 021 Code Enforcement

For Professional Services Rendered

Date		Services	Hours	Amount
05/07/26	jla	Reviewed Correspondence From Vanessa Bencomo On Issuance Of Permits With Outstanding Violations	0.40	125.00
05/11/26	jla	Telephone Call With Vanessa Bencomo On Authority To Withhold Permits	0.60	187.50
05/11/26	jla	Drafted Correspondence To Vanessa Bencomo On Continuing Fines	0.50	156.25
05/12/26	jla	Reviewed Correspondence From Vanessa Bencomo On Abatement Of Nuisance And Lien	0.30	93.75
05/13/26	jla	Receipt And Review Of Notice Of Lien For Abatement Action From Vanessa Bencomo	0.30	93.75
05/13/26	jla	Receipt And Review Of Correspondences From Vanessa Bencomo On Notice Of Lien Against 7682 S.W. 169 Street	0.40	125.00
05/14/26	jla	Reviewed Correspondences From Vanessa Bencomo On Lot Clearing Liens For 7682 S.W. 169 Street	0.40	125.00
05/15/26	jla	Reviewed Correspondences From Vanessa Bencomo On Lot Clearing Liens Against 7682 S.W. 169 Street	0.40	125.00
05/15/26	jla	Reviewed Correspondence From Vanessa Bencomo On Stop Work Orders	0.30	93.75
05/18/26	jla	Correspondence With Vanessa Bencomo On Issuance Of Stop Work Orders	0.40	125.00
05/18/26	jla	Review And Analyze Florida Building Code On Procedures For Issuance Of Stop Work Orders	0.50	156.25
Total Professional Services			**4.50**	**$1,406.25**

For Disbursements Incurred

Date	Description	Amount
	Westlaw Research	41.90
Total Disbursements Incurred		**$41.90**

Invoice Summary

For Professional Services	1,406.25
For Disbursements Incurred	41.90
Total this Invoice	**$1,448.15**

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COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318151

CLIENT: 2210 - Village of Palmetto Bay
Re: 022 Labor

For Professional Services Rendered

Date		Services	Hours	Amount
05/26/26	jjq	Communicate With Client Re Social Media Policy Matters	0.20	62.50
05/28/26	afs	Review And Analyze SB 1134 And Village's Public Social Media Policy For Purpose Of Advising Client Concerning Same	0.70	218.75
05/28/26	jjq	Conference Concerning Social Media Policy Matters	0.30	93.75
Total Professional Services			**1.20**	**$375.00**

Invoice Summary

For Professional Services	375.00
For Disbursements Incurred	0.00
Total this Invoice	**$375.00**

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2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318153

CLIENT: 2210 - Village of Palmetto Bay
Re: 025 Purchasing/Procurement

For Professional Services Rendered

Date		Services	Hours	Amount
05/01/26	fg	Review And Revise Addendum To Flamenco Classes Agreement	0.50	156.25
05/11/26	jjq	Review And Revise Proposed Agreement Re ITB# 2026-11-002; Communicate With Client Re Same	0.60	187.50
05/11/26	jjq	Review And Analyze Artist Intellectual Property Request; Conference Re Same	0.50	156.50
05/13/26	akr	Review And Analyze Proposed Language Re Artist's Contract And Respond To Correspondences Re Same	0.50	156.25
05/14/26	jjq	Communications With Client Re ITB# 2026-12-012; Finalize Same; Advise Client Re Contract Extension Option Matters	0.60	187.50
05/18/26	jjq	Research Concerning P3 Proposal Regulations; Communications With Client Re County Deaccession Decision; Review And Analyze Artwork Agreement; Research Re Coral Reef Park Transfer Agreement; Review And Revise Agreement Re ITB# 2026-12-007; Communicate With Client Re Same	1.80	562.50
05/18/26	rcp	Confer Regarding P3 And Other Procurement Issues Relating To Art Exhibit	0.20	62.50
05/20/26	jjq	Review And Revise Proposed Procurement Agreements; Communications With Client Re Same; Finalize Same; Review And Revise Proposed Stormwater Revenue Sufficiency Forecast Agreement; Analyze Issues Re Same; Communications With Client Re Same; Review And Analyze Underlying CSA Re Same	1.80	562.50
05/21/26	jjq	Communications With Client Re Stormwater Master Plan Scope And Agreement; Communicate With Client Re SDK Renewal; Conference Re Same	0.80	250.00

Total Professional Services	**7.30**	**$2,281.50**

Invoice Summary

For Professional Services	2,281.50
For Disbursements Incurred	0.00
Total this Invoice	**$2,281.50**

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

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318154

CLIENT: 2210 - Village of Palmetto Bay
Re: 026 Village Clerk

For Professional Services Rendered

Date		Services	Hours	Amount
05/04/26	jjq	Review And Revise Committee Appointment Notice Re Sunshine Law And Public Records Matters	0.20	62.50
05/12/26	jjq	Conference With Client Re Modified Consent Agenda Procedures; Prepare Potential Meeting Script Re Same	0.60	187.50
Total Professional Services			**0.80**	**$250.00**

Invoice Summary

For Professional Services	250.00
For Disbursements Incurred	0.00
Total this Invoice	**$250.00**

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

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318155

CLIENT: 2210 - Village of Palmetto Bay
Re: 027 Building Department

For Professional Services Rendered

Date		Services	Hours	Amount
05/05/26	jem	Conference Concerning Regarding May 4, 2026, Council Meeting And Executive Session	0.40	125.00
05/11/26	jem	Telephone Call With Client Concerning Building Fee Calculations	0.20	62.50
05/14/26	jem	Review And Analyze Memoranda Provided By Steve Cody Regarding Liaison Removal Power And First Amendment Retaliation	0.50	156.25
05/26/26	jjq	Review And Analyze Communications With Ms. Ambatipudi Re EV Charging Stations Matters; Communicate With Client Re Same	0.30	93.75
Total Professional Services			**1.40**	**$437.50**

Invoice Summary

For Professional Services	437.50
For Disbursements Incurred	0.00
Total this Invoice	**$437.50**

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Coral Gables, FL 33134
305-854-0800
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

June 10, 2026
Invoice # 318156

CLIENT: 2210 - Village of Palmetto Bay
Re: 028 Ethics

For Professional Services Rendered

Date		Services	Hours	Amount
05/07/26	jjq	Review And Analyze Background Issues, Allegations, And Facts From CRC Lawsuit Re Voting Conflict Statute; Conference Re Same; Communications With Client Re Same; Research Re Same	1.60	500.00
05/22/26	jjq	Conference Concerning Voting Conflict Statute Matters	0.30	93.75
05/22/26	jjq	Conference Concerning Voting Conflict Matters; Communicate With Client Re Same	0.50	156.25
05/27/26	jjq	Conferences Re Voting Requirements; Communications With Client Re Same	0.60	187.50
05/28/26	jjq	Conferences Concerning Voting Rules And Conflicts; Analyze Issues Re Same; Communications With Ms. Felix Re Same; Communications With Client Re Same; Research Re Same	1.90	593.75
05/28/26	jac	Analyze Issue Related To Voting Requirements/Conflicts And Conference Re Same	0.40	125.00
05/29/26	jjq	Review And Analyze Ethics Opinion; Conference Concerning Same; Communicate With Client Re Same	0.70	218.75
05/30/26	jjq	Review And Respond To Correspondence From Client Re Ethics Opinion Items	0.20	62.50
05/30/26	jjq	Lengthy Communications With Client Re Voting Conflict Inquiries	0.50	156.50
Total Professional Services			**6.70**	**$2,094.00**

Invoice Summary

For Professional Services	2,094.00
For Disbursements Incurred	0.00
Total this Invoice	**$2,094.00**

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Charter Revision Commission Meeting (May 11, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
CRC-Minutes-2026-05-11

Minutes of Village of Palmetto Bay
Charter Revision Commission
May 11, 2026

Members Present: Chair Marc Levy, David Zisman, Shelly Stanczyk, Brian Tannebaum, and Paul Schwiep.

Others Present: Missy Arocha (Village Clerk), Jamie Meyer (WS Village Council), Marsha Matson (Council Member), John Dellagloria (CRC attorney, via zoom), Gary Pastorella (member of public), Bev Gerald (member of public), Steve Kreisher (member of the public).

1. Call to Order: Meeting was called to order at 6:02 p.m. by clerk Arocha. Roll call taken and all CRC members present and accounted for.

2. Public Comments:

   a. Gary Pastorella commented that equal time should be given to each public member who makes comments. Mr. Pastorella believes that at prior meeting public comments were not appropriately accommodated.

   b. Bev Gerald expressed disappointment that actions have been taken to remove Chair Levy.

3. Minutes: Minutes of prior meeting on April 15, 2026 were approved as circulated.

4. Old Business:

   a. John Dellagloria, Esq. was introduced. He noted that the proposal to prohibit co-location of schools on Village property is not consistent with Florida statutes. So that particular item may not advance.

   b. Other items were then taken up as follows:

      i. Single Member District Item: Motion made by member Schwiep; seconded by member Tannebaum to adopt.

Mayor Stanczyk raised question whether item was legal and whether voters, rather than council, should set boundaries of the districts. Attorney Meyer advised the her firm was still analyzing the proposal. Her firm had drafted the same item 5 years ago, when it was placed before voters. Chair called the question and motion passed 4-1 with Mayor Stanczyk in opposition.

ii. Last date to get items before the Council is prior to Council's July 6 meeting because that is the Council's last meeting before Friday, July 24, which is date that items must be provided to the County's supervisor of election. Attorney Meyer advised that there are some issues that might need to be amended after her firm's review. Frustration expressed by member Schwiep that the items, many of which were voted on long ago, are still not finalized. Member Tannebaum asked Attorney Meyer whether her firm's concerns would only involve wording. Attorney Meyer said that firm might have other concerns. Attorney Meyer appreciates that CRC members are all volunteers and they will review promptly.

iii. Item 2 was Citizens' bill of rights. Item read into record by Chair Levy. Item moved by member Tannebaum and seconded by member Schwiep. Item unanimously adopted.

iv. Item 3 is the CRC amendment to make clear that CRC proposals will be forwarded to Village voters without meddling by Council. Item read into record by Chair Levy. Item moved by member Tannebaum and seconded by member Zisman. Question raised by Mayor Stanczyk about impact of current litigation. Attorney Dellagloria noted CRC could still adopt the item. Item unanimously adopted.

v. Item 4 is the Reimbursement proposal requiring reimbursement of only actual authorized expenses. Item read into record by Chair Levy. Member Schwiep moved

item. No second was received, however, chair Levy expressed desire to second the motion. Concern raised by Mayor Stanczyk that chair could not second a motion. To moot the issue, Chair Levy gave the gavel to member Zisman. Item was then moved again by member Schwiep and seconded by temporary member Levy under chairmanship of member Zisman. Mayor Stanczyk asked what “expenses” would be authorized. Attorney Dellagloria noted Florida law defines authorized expenses. Item passed 3-2 with member Zisman and Mayor Stanczyk in opposition.

vi. Item 5 is the item regarding Village Park property. Item was read into record by Chair Levy. Item moved by member Schwiep and seconded by member Zisman. Discussion had regarding the item. Concern raised by member Tannebaum that item may be over-regulating the ability of Council to allow venders to operate on Village property. Proposal discussed to amend item to limit the restriction to leases in excess of one year, and for more than 1,000 square feet. Motion to amend made by member Schwiep and seconded by member Zisman. Amendment passed 4-1 (Mayor Stanczyk in opposition). Motion then made by member Schwiep and seconded by member Tannebaum to adopt item as amended. Motion passed 4-1 (Mayor Stanczyk in opposition).

vii. Item 6 is the item for biking, walking and golf carts. Item read into record by chair. Item moved by member Schwiep, and seconded by member Zisman. Broad discussion had about pros and cons. Chair called the question and motion failed 2-3 with members Zisman, Tannebaum and Mayor Stanczyk in opposition. Member Zisman noted that he supported the concept but did not believe the item would achieve it.

viii. Item 7 re term limits. Item read into record by Chair Levy. Moved by member Schwiep, seconded by Tannebaum. Discussion had regarding item, its purpose and impact.

Motion made by member Zisman to shorten the required time out of office to eight years rather than twelve. Motion to amend seconded by member Schwiep. Amendment adopted unanimously. Member Schwiep moved item as amended. Seconded by member Tannebaum. Amended item passed 4-1 (Mayor Stanczyk in opposition.)

ix. Item re USDA property. Item read into record by chair Levy. Item moved by member Schwiep and seconded by member Zisman. Discussion had regarding how we can tie the council's hands. Probably not. Council member Cody noted that item was not restricted and could force a future Council to purchase the property even if contaminated. Chair called the question and item passed unanimously.

5. <u>New Business:</u>

a. No new business.

b. Discussion had regarding whether another meeting is necessary. Member Tannebaum asked if another meeting could be avoided if all language was acceptable. Attorney Dellagloria said that anything other than minor changes would require another meeting to approve amended language. Attorney Meyer said she might need more time to review. Attorney Meyer and attorney Dellagloria will speak tomorrow to review the items.

c. June 3, 2026 selected as tentative final meeting date if needed.

Meeting adjourned at 7:24 p.m. on motion to adjourn made by member Zisman and seconded to by member Schwiep. Next meeting tentatively scheduled for June 3, 2026.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Charter Revision Commission Meeting (June 3, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
CRC-Minutes-2026-06-03
Exhibit A (Minutes of June 3, 2026)

Minutes of Village of Palmetto Bay
Charter Revision Commission
June 3, 2026

Members Present: Chair Marc Levy, David Zisman, Brian Tannebaum, and Paul Schwiep.

Others Present: Melissa Dodge (Village Clerk), Jamie Mayer (Weiss Serota Village Council, via zoom), John Dellagloria (Village Attorney, via zoom), Gary Pastorella (member of public), Council member Stephen Cody (Council Liaison to CRC)

1. Call to Order: Meeting was called to order at 6:00 p.m. by Chair Levy. Roll call taken and Commission members Marc Levy, David Zisman, Brian Tannebaum, and Paul Schwiep were present.

2. Public Comment: Gary Pastorella wished Commission members all the best.

3. Minutes: Minutes of prior meeting on May 11, 2026, were unanimously adopted as circulated on motion by member Schwiep, seconded by member Tannebaum.

4. Old Business:

a. The Commission returned to proposed charter amendments which were taken up as follows:

i. Counsel Term Limits and Waiting Period At Conclusion of Service:

This item was provided to CRC members for final review. Attorney Dellagloria noted that the provision as previously circulated was vague as to whether it only applied where consecutive terms had been served as opposed to non-consecutive terms. Believing that the intent was to apply the restriction to non-consecutive terms as well as consecutive terms, Attorney Dellagloria noted that a sentence had been added at the end of the proposed

resolution making this clear. Commission member Zisman moved to strike the added sentence noting that the intent was to apply the limitation only after two consecutive terms. Member Schwiep seconded the motion. The motion passed unanimously. The item was then taken up without the new sentence. On motion made and seconded, proposed charter amendment, as amended during the meeting, was unanimously adopted. The adopted version of this proposed amendment, with strike throughs as approved during the meeting, is attached as Exhibit A.

ii. Limiting Councilmembers' Reimbursements to Actual Expenses.

This item was provided to CRC members for final review. Member Schwiep moved the item for adoption, which was seconded by member Tannebaum. Discussion had by member Zisman that this is not, in his view, a Charter-level issue. Member Schwiep noted that compensation is currently in the Charter. The Chair called the question and the item passed unanimously. The adopted version of this proposed amendment is attached as Exhibit B.

iii. Public Speakers Home Address Disclosure and Written Comments Distribution.

The item was provided to CRC members for final review. Member Tannebaum moved the item for adoption, which was seconded by member Schwiep. No discussion occurred. The Chair called the question, and the item passed unanimously. The adopted version of this proposed amendment is attached as Exhibit C.

iv. Acquiring Consideration of Village Acquisition of "USDA" Property if it Becomes Available.

The item was provided to CRC members for final review. Member Schwiep moved the item for adoption, which was seconded by member Zisman. A concern was raised by

member Tannebaum as to whether the item could open the Village to litigation since the proposed amendment required all reasonable efforts to acquire the USDA property. The Chair called the question, and the item passed 3 to1 with member Tannenbaum voting no. The adopted version of this proposed amendment is attached as Exhibit D.

v. Charter Review Commission Proposals Placed Directly on the Ballot.

The item was provided to CRC members for final review. Member Schwiep moved the item for discussion which was seconded by member Zisman. Chair Levy questioned the final sentence in the proposed ballot "Question" which stated that the proposed amendment "would also authorize the Council to proposed charter amendments …." Chair Levy noted the Charter already provided this authority to the Council. Member Schwiep noted this language was incorrect since the amended language did not alter or amend the Council's existing authority. Attorney Mayer advised that she was not interested in the Commission's opinion on the language in the "Question" section of the proposed amendments as that was for the attorneys.

Motion made by member Schwiep to adopt the item, seconded by member Zisman. The Chair called the question, and the item was adopted unanimously. The adopted version of this proposed amendment is attached as Exhibit E.

vi. Sale, Exchange, License or Lease of Village Owned Property.

The item was provided to CRC members for final review. Member Tannebaum moved the item for discussion seconded by member Zisman. After confirmation that the item was as previously approved by the Commission, motion made by member Schwiep to adopt the item,

seconded by member Zisman. The Chair called the question, and the item was adopted unanimously. The adopted version of this proposed amendment is attached as Exhibit F.

vii. Single Member Districts.

This item was previously finally adopted, however, attorney Dellagloria requested the Commission vote again to adopt. The item, however, was not available for review. Attorney Mayer then emailed the item to the Clerk for printing and circulation to the Commission for a second final review. Item tabled until copies could be distributed and reviewed (see further below).

5. New Business:

a. Walking, Biking and Golf Cart Mobility Proposal.

Member Schwiep requested an opportunity to address the walking, biking and golf cart mobility amendment. Attorney Mayer advised that the item could not be revisited unless three members of the Commission approved doing so. All members unanimously voted to consider the item. Member Schwiep advised that he had revised his proposal on this issue simplifying it and returning to version similar to that had been previously approved by the Commission at an earlier meeting. He asked the Commission to consider the revised proposal. The revised proposal was delivered to attorney Dellagloria on Friday, May 29, for his review and returned by attorney Dellagloria to member Schwiep after attorney Dellagloria's review on Wednesday, June 2, 2026. The item as delivered by attorney Dellagloria was circulated to the Commission members for their consideration.

Attorney Mayer advised that she had not reviewed the revised item for legal sufficiency and that she would need to do so herself. Attorney Dellagloria stated that he was not the Commission's lawyer, which surprised the Commission.

Member Tannenbaum inquired from attorney Mayer whether the previously considered Walking, Biking and Golf Cart item, which had failed by a 3-2 vote during the Commission's May 11, 2026 meeting, had been approved by counsel for legal sufficiency. Attorney Mayer declined to answer. A frustrating discussion ensued. Despite being repeatedly asked by members of the Commission whether the prior proposal had been approved for legal sufficiency, attorney Mayer would not answer.

On motion made by member Schwiep and seconded by member Zisman, the revised proposed Walking, Biking and Golf Cart amendment was unanimously adopted. The adopted version of this proposed amendment is attached as Exhibit G.

Attorney Mayer advised that she would still have to review the item for legal sufficiency notwithstanding attorney Dellagloria' s review. All Commission members expressed their frustration with this delay. Nevertheless, Commission members agreed to meet on June 17 if necessary to finalize this proposal. Attorney Mayer committed to complete her review prior to June 17.

b. Resolution Opposing Repeal Of Ordinance Requiring The Council To Forward Proposed Charter Amendments To Village Electors.

Member Schwiep noted that councilmember Cody had sued the Village to have declared in violation of the Village Charter the Council's Ordinance 2026-01, which requires the Council to forward to Village electors all charter amendments proposed by

the Commission without alteration. A proposal has been made to repeal Ordinance 2026-01. Councilmember Cody said he was not advancing the repeal effort and did not say who was. Member Schwiep moved that the Commission should adopt a resolution urging the Council not to repeal the Ordinance. Attorney Mayer interrupted to advise that the Commission was not allowed to discuss councilmember Cody's Complaint against the Village pertaining to Ordinance 2026-01, or express its view on repeal of the Ordinance. Member Schwiep inquired as to whether the lawsuit was sealed, and attorney Mayer stated the lawsuit was not sealed and was public. All Commission members disagreed with attorney Mayer's attempted gag order prohibiting any discussion of the issue of the repeal of the Ordinance under which the Commission has been working since last year. Attorney Mayer repeatedly interrupted and talked over Commission members as they attempted to discuss this item, insisting that the Commission could not do so. Attorney Mayer later said that she has having difficulty hearing due to her zoom connection.

On motion made by member Schwiep and seconded by member Tannebaum, the Commission unanimously voted to adopt a resolution urging the Council not to repeal Ordinance 2026-01. Attorney Mayer stated she would not assist in drafting this resolution or assist in communicating the Commission's vote to the Council. Commission asked member Schwiep, as secretary, to do so. The correspondence to the Council regarding the Commission's vote is attached as Exhibit I.

6. Return to Old Business: Single Member Districts.

Motion made by member Tannebaum to take off the table new business and return to old business to address the Single Member Districts item. Motion seconded and unanimously adopted.

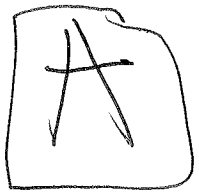
Returning to old business, member Schwiep moved for discussion Charter Ballot Question Relating to Single Member Districts. Motion seconded by member Zisman and discussion occurred. On motion made by member Tannebaum, seconded by member Schwiep, the item was adopted unanimously. The adopted version of this proposed amendment is attached as Exhibit H.

7. Meeting Schedule: Commission meeting scheduled for June 17 to finalize the Improved Walking, Biking and Golf Cart Mobility Charter Amendment attached as Exhibit G.

8. Adjournment: Member Zisman moved to adjourn the meeting, seconded by member Schwiep unanimously adopted. Meeting adjourned at approximately 7:20 PM.

Dated: June 3, 2026

_____
Secretary



Council Term Limits and Waiting Period at Conclusion of Service

Question

The Charter currently limits service as Mayor, Vice-Mayor, or Council Member to two consecutive terms in the same office and three consecutive terms for a combination of offices. The proposed Amendment applies term limits, not only to consecutive terms, and requires an eight-year period after reaching the applicable term limit. The proposed Amendment will not apply to officials holding office on November 2, 2026.

Shall the above-described amendment be adopted?

Yes: [ ]

No: [ ]

Text of Amendment:

Section 2.3. - Election and Term of Office.

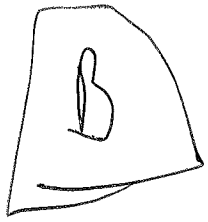
* * *

(E) *Limitations on Length of Service.*

(1) Term Limits on Holding of Same Office. No person shall serve as either Mayor, Vice-Mayor, or Council ~~Person~~ Member for more than two ~~consecutive~~ terms. in the same office unless a period not less than eight years has elapsed.

(2) Term Limits on Holding of Multiple Offices. No person may serve as a combination of Mayor, Vice-Mayor and Council M~~m~~ember for more than three ~~consecutive~~ terms. unless a period not less than eight years has elapsed.

These limitations shall apply regardless of any breaks in non-consecutive service less than eight years. This section shall not apply to elected officials holding office on November 2nd, 2026.



Limiting Councilmembers Reimbursements to Actual Expenses

Question

The Charter provides for reimbursements for elected officials and authorized employees of the Village in accordance with applicable law and Village Ordinances. Currently, Councilmembers receive a monthly check for $400.00 without providing receipts for expenses. The proposed amendment would instead provide for the reimbursement of authorized actual expenses for those incurred in performing their official duties, rather than allow for an ordinance to determine compensation.

Commented [JM1]: Previous comment: They receive a $400 allowance for transportation. This language suggests council members receive a $400 check outright from the Village – please confirm below

Commented [JM1R2]: Cant find an ordinance or resolution. Just news articles. Palmetto Bay Council faces backlash over car allowance payments - CBS Miami

Shall the above-described Charter Amendment be adopted?

Yes: [ ]

No: [ ]

Text Of Amendment

Section 2.6. - Compensation; Reimbursement for Expenses.

Council members and the Vice-Mayor shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $2,000.00 per month. These payments shall be increased or decreased solely by amendment of this Charter. ~~Furthermore~~ Eelected officials of the Village shall receive reimbursement in accordance with applicable law~~, or as may be otherwise provided by ordinance,~~ for authorized and actual expenses incurred in the performance of their official duties. Authorized employees of the Village shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by Ordinance, for authorized expenses incurred in the performance of their official duties.

C

Public Speakers Home Address Disclosure and Written Comments Distribution

Question

The Village Citizen's Bill of Rights provide that the public can be heard and submit written comments to the Council, Board, Agency, or Department regarding Village issues. The proposed amendment would only require submission of the speaker's name and municipality of residence and that written comments be submitted and distributed prior to any meeting of the Village Council, Board, Agency, or Department.

Shall the above-described Charter Amendment be adopted?

Yes [ ]

No [ ]

Charter Amendment Text

CITIZEN'S BILL OF RIGHTS

(A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

* * *

(5) Right to be Heard. As long as the orderly conduct of public business may be maintained, any interested person has the right to appear before the Village Council or Village agency, board or department for the presentation, adjustment or determination of an issue, request, or controversy within the jurisdiction of the Village. No person appearing to be heard by the Council will be required to provide an address and shall only state their name and municipality of residence. All written comments must be distributed prior to any hearing or meeting and shall be distributed to the Village Council and any agency, board, or department relevant to the matter. Matters shall be scheduled for the convenience of the public. The Village council shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing

herein shall prohibit any governmental entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

* * *

Requiring Consideration of Village Acquisition of "USDA" Property if it Becomes Available

The United States Department of Agriculture owns property in the Village at approximately SW 136 Street and SW 67 Avenue. Though not at this time, the property could one day become available. If it does, the proposed amendment would require the Village to use its best efforts to acquire the property for public park, recreational and/or open space purposes and protect it with a restrictive covenant.

Shall the above-described Charter Amendment be adopted?

Yes: [ ]

No: [ ]

Text of Amendment

Section 1.4. – Powers.

* * *

(E) In the event that any portion of the real property located within the Village at approximately SW 136 Street and SW 67 Avenue currently owned by the United States Department of Agriculture ("USDA Property") is transferred, conveyed or otherwise ceases to be owned by the federal government, the Village shall take all reasonable efforts to acquire such property. If the Village does acquire title to the parcel, a covenant running with the land shall be placed on the property ensuring its protection as a public park or recreational area and open space.

E

Charter Review Commission Proposals Placed Directly on the Ballot

Question

The Village Charter currently requires that every 5 years the Charter Revision Commission determine if the Charter should be amended, and any proposed amendments be submitted to the electorate through the Council. This amendment proposes that Commission amendments be placed directly on the ballot without Council oversight. The amendment would also authorize the Council to propose Charter amendments and alternative proposals to Commission amendments for voter consideration.

Shall the above-described Charter Amendment be adopted?

Yes: [ ]

No [ ]

Charter Amendment Text:

Section 6.2. - Charter Revision

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

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

(C) If the Commission determines that an amendment or revision is needed, it shall submit the same to the ~~Council~~ Village Clerk no later than the deadline established by the Supervisor of Elections, so that the amendments or

revisions as written, subject to review by the Village Attorney for legal sufficiency, can make the ballot of the next regularly scheduled election of the Village. Additional and ~~A~~lternative proposals may be submitted by the Village Council. The Village ~~Council~~ Clerk shall submit the ~~suggested amendments and revisions~~ proposals by the Commission through a Resolution prepared by the Village Attorney to the Council for submission to the Supervisor of Elections. Commission proposed amendments and revisions shall be placed directly on the ballot to the electors of the Village in accordance with the provisions of Section 6.1 at the next regularly scheduled election.

f

Sale, Conveyance, Exchange, License or Lease of Village Owned Property

Question

The Charter currently requires a majority vote of electors to approve the sale or exchange of Village-owned park property, and for any lease of such property exceeding five years. The proposed amendment requires a majority of voters' approval for any sale, conveyance, exchange, transfer, lease, or license of Village property, except for leases with a term of six months or less.

Shall the above-described Charter Amendment be adopted?

Yes [ ]

No [ ]

Charter Amendment Text:

Section 1.4. – Powers.

(A) The Village shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Village to grant to the municipal government established by this Charter the broadest exercise of home rule powers permitted under the Constitution and laws of the State of Florida.

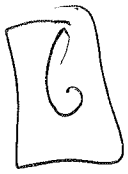
(B) ~~The only limitation concerning alienability of Village~~ The Village Council shall not sell, exchange convey, transfer, license, or lease, whether on a temporary or permanent basis, any portion of real property owned by the Village, ~~owned property is that there shall be no sale, exchange, or lease in excess of five (5) years of any park property while it is being used for public purpose~~ unless and until such sale, exchange, conveyance, transfer, licensor lease is approved by a majority vote of the qualified electors of the Village voting at the next regularly scheduled election ~~of the voters~~ of the Village. This provision shall not apply to any valid written contractual obligation entered into prior to the effective incorporation date of this Village, nor to a lease of six months or less.

"Village Property" shall mean any land owned by the Village, whether improved or unimproved.

"Lease" shall include any agreement or granting a right of use or occupancy on Village Property in favor of a private entity or individual exceeding six (6) months, including extensions or renewals. This term shall not include utility and infrastructure easements. A management or operating agreement is not a lease unless it provides an exclusive right of use. ~~nor shall it apply to any Village owned educational facility, library property or parking facility not located in a park or any utility or access easements or rights-of-way. This provision is intended to restrict sales, exchanges or leases and shall not be applicable to any operating, management or other agreements.~~

(C) In the event of a sale, exchange, conveyance, transfer, license or lease of park property ~~as stated in (B) above,~~ there shall be no change in the boundary of any park property.

~~(D)The sale, exchange, lease, or purchase of Village land in excess of Twenty-Five ($25,000) Thousand Dollars shall require a 4/5 affirmative vote of the Village Council.~~



Proposed Charter Amendment

Ballot Title

Improved Walking, Biking and Golf Cart Mobility Charter Amendment

Ballot Summary:

Requires the Village to implement mobility improvements for pedestrians, bicycling and golf carts (where lawful) to allow safer walking, biking, and golf cart use. The Village must implement such improvements for Village projects and not reduce existing walking, biking, and golf-cart facilities. Improvements must be funded with already existing transportation funds. The amendment applies only to Village actions on Village-maintained rights-of-way and creates exceptions where such improvements are not feasible. Shall the amendment be adopted?

Section __. Transportation and Mobility

(A) Purpose and Policy.

The Village shall plan, design, fund, construct, and maintain its transportation network to improve safety, accessibility, connectivity, and mobility for all users, including pedestrians, bicyclists, golf cart (where lawful) users, transit users, persons with disabilities, motorists, and other users of the public right-of-way. The Village shall implement this section in a manner that advances safe access to daily needs and civic destinations while preserving the Village's ability to perform timely routine maintenance and emergency repairs.

(B) Pedestrian, Bicycle and Golf Cart Facilities in Roadway Improvements

The Village shall incorporate safe streets pedestrian, bicycling and golf cart designs and facilities into the planning, design, and construction of all roadway improvement projects undertaken or funded in whole or in part by the Village (hereinafter, "Mobility Improvements").

For purposes of this section:

(a) "Roadway improvement project" means any construction, reconstruction, resurfacing, or substantial rehabilitation of a public roadway or right-of-way owned, maintained or improved by the Village, but shall not include routine maintenance activities such as filling potholes, striping, or cleaning, or any emergency repairs.

(b) "Pedestrian, bicycling and golf cart facilities" means paths, crosswalks, shared-use paths, signage, and other infrastructure that supports safe and convenient pedestrian, bicycle and Golf Cart travel using complete streets designs.

(c) "Golf cart" shall mean a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour as defined in Florida Statutes § 320.01(22).

(d) The Village Council may waive the requirements of this section only upon making a written finding, supported by competent substantial evidence in the record, that:

(1) inclusion of pedestrian, bicycle or golf cart facilities is infeasible due to physical constraints or legal limitations; or

(2) the costs of such facilities would be grossly disproportionate to the overall cost of the roadway improvement project and there is no reasonable alternative funding source.

(C) Transportation Fund.

The Village shall establish and maintain a dedicated Transportation Fund from existing revenue. The fund shall contain at a minimum Village proceeds from transportation surtax revenues, local option fuel tax revenues, and grants awarded for transportation improvements, to the extent consistent with applicable grant terms. The Village Council may, by ordinance or during the annual budget process, designate other revenues for Mobility Improvements into the fund.

Transportation Fund revenues shall only be used for Mobility Improvements, safety improvements, accessibility improvements, traffic calming, grant matching funds, and preservation of existing multimodal facilities. Priority shall be given to projects that improve connectivity to parks, schools, places of worship, civic and institutional uses, transit stops, and commercial, mixed-use, or other daily-need destinations.

Notwithstanding the foregoing, Transportation Fund revenues may be used to expand general-purpose motor vehicle lane capacity only if the expansion is accompanied by a commensurate expansion of protected multimodal facilities serving the same corridor, and approved by an affirmative vote of at least four members of the Village Council at a publicly noticed meeting, with findings of overriding public necessity and consistency with this Charter provision.

The Transportation Fund shall be maintained with separate accounting records and shall be included in the Village's annual independent audit.

(D) Implementing Ordinances.

The Village Council shall adopt implementing ordinances to administer and strengthen the Mobility Improvements required in this section within eighteen months of the effective date of this section. Implementing ordinances shall establish definitions, design standards, Transportation Fund accounting rules, documentation procedures, anti-back sliding provisions, and administrative procedures. Implementing ordinances may adopt standards more protective of safety, accessibility, connectivity, or multimodal mobility than those stated in this section.

(E) Construction.

This section shall be construed to create binding duties on the Village to plan, evaluate, prioritize, fund where legally available and appropriated, report, preserve existing facilities, and pursue implementation of Mobility Improvements as provided herein. This section shall be liberally construed to achieve its purposes and intent of improving safety, accessibility, connectivity, and mobility for all users of the Village's transportation network.

This section shall not require the Village to construct an improvement where construction is legally prohibited, outside Village jurisdiction, physically infeasible, subject to an approved exception, or dependent on funds that have not been legally appropriated. Nothing in this section shall be construed to handicap, delay, or impair the Village's ability to undertake necessary capital projects, public works, drainage, stormwater, utility, or infrastructure improvements, or to interfere with the Village's existing contractual obligations, bond covenants, interlocal agreements, or other legally binding commitments in effect at the time this section takes effect.

If any portion of this section is held invalid, the remaining portions shall remain in effect to the fullest extent permitted by law.

Ballot Title

Transportation and Mobility Charter Amendment

Charter Ballot Question Relating to Single Member Districts

Establishing Single Member Districts for Council Members

The Charter currently provides at large elections for Mayor, Vice Mayor, and Council Members. The proposed amendment would make Council Member Seats 1, 2, and 3 single member districts beginning with the regular election for Seat 2 in 2028 and Seats 1 and 3 in 2030. The amendment would also establish redistricting standards and maintain at large elections for Mayor and Vice Mayor.

Shall the above-described Charter amendment be adopted?

Yes [ ]

No [ ]

Charter Amendment Text

Section 2.2. - Village Council.

There shall be a Village Council (the "Council") vested with all legislative powers of the Village. The Council shall consist of the Mayor, Vice-Mayor, and three Residential Council members ("Council members"). References in this Charter to the Council and/or Council members shall include the Mayor and Vice-Mayor unless the context dictates otherwise.

Section 2.3. - Election and Term of Office.

(A) *Election and Term of Office of Mayor and Vice Mayor*. The Office of Mayor~~,~~ and 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.

(B) ~~*Seats*~~ *Election and Term of Office of Council Member*. Council members shall serve in seats numbered 1-3 described below, collectively "Seats." Individually each is a "Seat." One Council member shall be elected to each Seat. Each Council Member shall be elected to a Seat for a four-year term by the electors of the Residential Area corresponding to the Seat in the manner provided in Article V of this Charter. Said term shall end upon the swearing in of his/her successor.

Village Council Members for Seats 1 and 3 shall be elected at the general municipal election or runoff election to be held in the year 2030 and at the general municipal election or runoff election every four years thereafter. The Village Council Member in Seat 2 shall be elected at the general municipal election or runoff election to be held in the year 2028 and at the general municipal election or runoff election every four years thereafter.

(C) *Residential Areas~~:~~ (Seats 1—3)*. The Village shall be divided into three residential areas. Individually each is a "Residential Area" collectively "Residential Areas." One Council member shall be elected to a Seat from each Residential Area. Council members from Residential Areas

are collectively the "Residential Area Council members." Individually each is a "Residential Area Council member." The Residential Areas corresponding to each Seat are formally set forth below:

Seat 1	Northern Boundary:	S.W. 136 Street and the City of Coral Gables
	Eastern Boundary:	City of Coral Gables and Biscayne Bay
	Southern Boundary:	S.W. 152 Street and all of Royal Harbor Yacht Club and Paradise Point
	Western Boundary:	Center line of U.S. 1
Seat 2	Northern Boundary:	S.W. 152 Street excluding all of Royal Harbor Yacht Club and Paradise Point
	Eastern Boundary:	Biscayne Bay
	Southern Boundary:	S.W. 168 Street
	Western Boundary:	Center line of U.S. 1 from S.W. 152 Street southwesterly to S.W. 160 Street, then the centerline of southbound U.S. 1 from S.W. 160 Street to S.W. 168 Street
Seat 3	Northern Boundary:	S.W. 168 Street
	Eastern Boundary:	Biscayne Bay
	Southern Boundary:	S.W. 184 Street
	Western Boundary:	Center line of southbound U.S. 1

(1) The Council may change the boundaries of each Residential Area by ordinance adopted by majority vote of the members of the Council as follows:

(a) *Initial Transition.* In order to facilitate the transition from at-large Residential Area Seats to single-member district Seats corresponding to each Residential Area, the Village Council shall adopt revised geographical boundaries for the three Residential Area Seats by ordinance, which shall conform to the requirements of this section, constitutional standards, and other applicable requirements of law.

(b) *Decennial Census.* Changes to the boundaries of each Residential Area shall be considered within one year after publication of each decennial census, at which time the Village Council shall consider the number of residents in each of the three districts and, if necessary, cause the boundaries of the districts to be redrawn in order to conform to the requirements of this section, constitutional standards, and other applicable requirements of law.

(c) *Changes Necessitated by Law.* The Council may change the boundaries of each Residential Area from time to time by ordinance if required by prevailing law.

Nothing herein shall be deemed to prohibit the Village Council from considering restructuring of the boundaries of each Residential Area in the event of major changes in the population of any Residential Area brought about by annexation, contraction, substantial population shifts, or other similar circumstances.

(2) Residential Areas shall be redrawn in accordance with accepted redistricting standards. The geographic boundaries of the Residential Areas shall be composed of roughly equal populations, and shall be compact, proportional, and logically related to the natural boundaries of the neighborhoods within the Village. The principles of nondiscrimination and "one person, one vote" shall be strictly adhered to.

(D) *Affiliations.* Each person running for elected office shall run independently of any other Village candidate.

(E) *Limitations on Lengths of Service.* No person shall serve as Mayor, Vice-Mayor, or Council ~~Person~~member for more than two consecutive terms. No person may serve as a combination of Mayor, Vice-Mayor and Council member for more than three consecutive terms.

June 5, 2026

Via Electronic Mail

Mayor Karyn Cunningham
Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157
kcunningham@palmettobay-fl.gov

Vice Mayor Mark Merwitzer
Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157
mmerwitzer@palmettobay-fl.gov

Council Member Steve Cody
Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157
scody@palmettobay-fl.gov

Council Member Patrick Fiore
Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157
pfiore@palmettobay-fl.gov

Council Member Marsha Matson
Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157
mmatson@palmettobay-fl.gov

Re: Charter Revision Commission Request that the Village Council Not Repeal Resolution 2025-80 and Ordinance 2026-01

Dear Mayor Cunningham and Council Members:

I write on behalf of, and at the request of, the Charter Revision Commission, which I serve as Secretary. It has been a privilege to serve on the Commission and an honor to serve with the other outstanding Commission members. Congratulations to each of you on your appointments to the Commission, who have each admirably and generously given of their time,

energy and talents—as you all do—in service on the Commission for the benefit of the Village and its residents.

The Village charter provides that "If the Commission determines that an amendment or revision is needed, it shall submit the same to the Council no later than the deadline established by the County Commission on Elections so that the amendments or revisions may appear on the ballot for the next regularly scheduled election of the Village. Alternative proposals may be submitted. ***The Council shall submit suggested amendments and revisions to the electors of the Village*** in accordance with the provisions of Section 6.1, at the next regularly scheduled election." (emphasis added). Nothing in Section 6.1, or the Miami-Dade County Code, eliminates the Council's obligation to forward proposed amendments and revisions to Village electors. Pursuant to this mandatory language, outgoing Village Attorney, Mr. John Dellagloria, advised the Commission at the commencement of our service in April of last year that the Village Council was required to submit to Village electors any amendments or revisions recommended by the Charter Revision Commission. This was consistent with Village precedent which established that the Village Council has submitted to electors of the Village all charter revisions recommended by the past Charter Revision Commissions. The precedent is confirmed in Village Resolution 2025-80. Thereafter, a new lawyer advised the Commission that the Village Council was not required to forward Commission recommendations to Village electors, and provided his belief that the Council could block any Commission proposal in its absolute discretion. In response, on October 23, 2025, the Charter Revision Commission voted unanimously (5-0) to suspend all further meetings until such time as the Village Council confirmed that it would forward to Village electors all charter revisions recommended by the Commission.

The Commission was so pleased that on December 1, 2025 the Village Council adopted Resolution 25-80 requiring the Council to submit to electors all charter revisions proposed by the Commission. This Resolution was codified in Ordinance 2026-01, which likewise required the Council to submit to electors charter amendments and revisions as proposed by the Commission. The Resolution and Ordinance properly noted that the Charter Revision Commission "fulfills a critical function of the Village Charter and is subject to statutory and election-related timelines" which the Council found made "clarification of the Commission's authority both necessary and urgent."

In reliance on the Council's welcome acknowledgment of the obligation to forward Commission-recommended charter revisions and amendments to Village electors, the Commission resumed its important work and is now nearing the end of its consideration of charter revisions and amendments. Speaking for myself, I have been extremely impressed and grateful for my fellow Commission members' dedication and commitment to this important task. Our work was undertaken pursuant to the Council's promise, confirmed by Resolution and Ordinance, that charter revisions and amendments we proposed would be forwarded to Village electors for their consideration.

Regrettably, we are now advised that the Council is considering repealing the Resolution and Ordinance requiring that the Commission's proposals be forwarded to Village electors. The repeal effort appears a byproduct of an ill-considered lawsuit against the Village filed by a council member. It feels as though the rug is being pulled out from under our feet and that we were induced to conduct our work under false pretenses. During our Commission meeting on June 3, 2026, all Commission members present voted (4-0) to urge the Council to reject repeal of Resolution 25-80 and Ordinance 2026-01.

The Village attorney present at our June 3 meeting insisted that the Commission was not permitted to have an opinion on the repeal request. The attorney refused to assist our effort to urge the Council to reject repeal. This is unfortunate. Commission members have worked for over one year and participated in eleven meetings devoting countless hours to developing Charter revisions and amendments that we believe, in almost each case unanimously, will make our Village function more efficiently and effectively, and improve the quality of life of Village residents. Our Chair has masterfully steered us through this process, and, while we have not always agreed, we have worked collaboratively and cordially to fulfill our charge. Since last fall, we have worked under an Ordinance guaranteeing that the Council would forward our proposals to voters. To repeal that Ordinance now is a betrayal.

Accordingly, the Commission voted 4-0 to urge the Council to reject of the repeal of Ordinance 2026-01. I write as Secretary for the Commission because the attorney refused to memorialize our vote.

Thank you for your service to our Village and for your consideration of the Commission's position as adopted on June 3, 2026.

Paul T. Schup

June 5, 2026
Dated: _____ By:_____
Secretary

Missy Arocha

From: Jaimie Mayer <JMayer@wsh-law.com>
Sent: Monday, June 15, 2026 5:34 PM
To: Missy Arocha; mtlevy13@yahoo.com; pschwiep@coffeyburlington.com; btannebaum@tannebaum.com; shelleystanczyk@shelleystanczyk.com; eve9621@aol.com; shelleystanczyk@gmail.com
Cc: John Dellagloria; John J. Quick; Roger C. Pou
Subject: [EXT] RE: Request for CRC Meeting --- QUORUM MET (Wednesday, June 17, 2026)
Attachments: 2026.06.03 Palmetto Bay Minutes.pdf

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking on any strange links.
Use good judgement! Forward suspicious emails to: spamreport@palmettobay-fl.gov

Good evening, Charter Revision Commission members,

In preparation for our meeting scheduled June 17, 2026, and to ensure the meeting minutes are complete and accurate, please see my revisions below in **bold**.

I appreciate Board Member Paul Schwiep's efforts in preparing these minutes.

4. Old Business:

* * *

v. Charter Review Commission Proposals Placed Directly on the Ballot.
The item was provided to CRC members for final review. Member Schwiep moved the item for discussion which was seconded by member Zisman. Chair Levy questioned the final sentence in the proposed ballot "Question" which stated that the proposed amendment "would also authorize the Council to proposed charter amendments ...." Chair Levy noted the Charter already provided this authority to the Council. Member Schwiep noted this language was incorrect since the amended language did not alter or amend the Council's existing authority. ~~Attorney Mayer advised that she was not interested in the Commission's opinion on the language in the "Question" section of the proposed amendments as that was for the attorneys.~~ Motion made by member Schwiep to adopt the item, seconded by member Zisman. The Chair called the question, and the item was adopted unanimously. The adopted version of this proposed amendment is attached as Exhibit E.

- **Deputy Village Attorney, Jaimie Mayer ("Mayer"), advised that it was the responsibility of the Commission to recommend proposed amendments to the Charter, but the responsibility of drafting legally sufficient language for the ballot question and title falls under the responsibility of the Village Attorney's office.**

* * *

5. New Business:
a. Walking, Biking and Golf Cart Mobility Proposal.

Member Schwiep requested an opportunity to address the walking, biking and golf cart mobility amendment. ~~Attorney Mayer advised that the item could not be revisited unless three members of the Commission approved doing so.~~ All members unanimously voted to consider the item. Member Schwiep advised that he had revised his proposal on this issue simplifying it and returning to version similar to that had been previously approved by the Commission at an earlier meeting. He asked the Commission to consider the revised proposal. The revised proposal was delivered to attorney Dellagloria on Friday, May 29, for his review and returned by attorney Dellagloria to member Schwiep after attorney Dellagloria's review on Wednesday, June 2, 2026. The item as delivered by attorney Dellagloria was circulated to the Commission members for their consideration. ~~Attorney Mayer advised that she had not reviewed the revised item for legal sufficiency and that she would need to do so herself.~~ Attorney Dellagloria stated that he was not the Commission's lawyer, which surprised the Commission.

- **Mayer advised the Commission that the item would need to be treated as a new proposal. Mayer advised that although a previous proposed amendment discussed the same subject matter, because it failed to pass by majority vote, it was rejected with and the proposed Charter item was to be treated as a new proposal. The Commission was advised that Mayer was unable to review the new proposal for legal sufficiency within the 24-hour window provided, but Commission was within their right to review and discuss the item on first impression.**

Member Tannenbaum inquired from attorney Mayer whether the previously considered Walking, Biking and Golf Cart item, which had failed by a 3-2 vote during the Commission's May 11, 2026 meeting, had been approved by counsel for legal sufficiency. Attorney Mayer declined to answer. ~~A frustrating discussion ensued. Despite being repeatedly asked by members of the Commission whether the prior proposal had been approved for legal sufficiency, attorney Mayer would not answer.~~

- **Mayer reiterated that the proposed amendment was a new proposal that would need to be evaluated for legal sufficiency.**

On motion made by member Schwiep and seconded by member Zisman, the revised proposed Walking, Biking and Golf Cart amendment was unanimously adopted. The adopted version of this proposed amendment is attached as Exhibit G.

- **The Commission voted to adopt the proposed amendment subject to review and revision by the Village Attorney as to legal sufficiency.**

* * *

<u>b. Resolution Opposing Repeal Of Ordinance Requiring The Council To Forward Proposed Charter Amendments To Village Electors.</u>

Member Schwiep noted that councilmember Cody had sued the Village to have declared in violation of the Village Charter the Council's Ordinance 2026-01, which requires the Council to forward to Village electors all charter amendments proposed by the Commission without alteration. A proposal has been made to repeal Ordinance 2026-01. Councilmember Cody said he was not advancing the repeal effort and did not say who was. Member Schwiep moved that the Commission should adopt a resolution urging the Council not to repeal the Ordinance. Attorney

Mayer interrupted to advise that the Commission was not allowed to discuss councilmember Cody's Complaint against the Village pertaining to Ordinance 2026-01, or express its view on repeal of the Ordinance. Member Schwiep inquired as to whether the lawsuit was sealed, and attorney Mayer stated the lawsuit was not sealed and was public.

- **Mayer advised the Commission that discussion of the merits of the case and the specifics of the ongoing litigation involving the Village and a present Council Member was not appropriate during a meeting of the Charter Review Commission acting in its official capacity. Mayer further advised that Commission Members remained free to discuss such matters in their individual capacities, but not as representatives of the Village during an official meeting of the Commission.**

All Commission members disagreed with attorney Mayer's attempted gag order prohibiting any discussion of the issue of the repeal of the Ordinance under which the Commission has been working since last year. Attorney Mayer repeatedly interrupted and talked over Commission members as they attempted to discuss this item, insisting that the Commission could not do so.

- **Mayer reiterated that the discussion of active litigation against the Village should not be discussed at a meeting of the Commission.**

Attorney Mayer later said that she has having difficulty hearing due to her zoom connection. On motion made by member Schwiep and seconded by member Tannebaum, the Commission unanimously voted to adopt a resolution urging the Council not to repeal Ordinance 2026-01. Attorney Mayer stated she would not assist in drafting this resolution or assist in communicating the Commission's vote to the Council. Commission asked member Schwiep, as secretary, to do so. The correspondence to the Council regarding the Commission's vote is attached as Exhibit I.

- **Prior to the Commission's motion, Mayer advised the Commission regarding their limited scope of authority and responsibility under the Charter. Mayer stated that the Commission was not authorize to direct the drafting of ordinances or resolutions and that matters relating to Council ordinances and resolutions fall outside the Commission's prescribed role.**

Lastly, please revise the meeting minutes to ensure the correct spelling of my name, "**Jaimie**."

Thank you,
Jaimie

Jaimie Mayer
Associate Attorney

WEISS SEROTA
HELFMAN COLE + BIERMAN
2800 Ponce de Leon Blvd., STE 1200 | Coral Gables, FL 33134
P: (305) 854-0800 E: jmayer@wsh-law.com

THINK BEFORE YOU PRINT
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Pursuant to the Fair Debt Collection Practices Act, this communication is from a debt collector. Any information obtained will be used for the purpose of collecting a debt.

From: John J. Quick <JQuick@wsh-law.com>
Sent: Wednesday, June 10, 2026 5:15 PM
To: Nick Marano (nmarano@palmettobay-fl.gov) <nmarano@palmettobay-fl.gov>; Missy Arocha - Village of Palmetto Bay (marocha@palmettobay-fl.gov) <marocha@palmettobay-fl.gov>
Cc: Jaimie Mayer <JMayer@wsh-law.com>; John Dellagloria (jdellagloria@palmettobay-fl.gov) <jdellagloria@palmettobay-fl.gov>
Subject: FW: Request for CRC Meeting --- QUORUM MET (Wednesday, June 17, 2026)

These meeting minutes do not accurately reflect the discussion that occurred in various parts and appear to be more advocacy for a position in those parts.

Regards,
John

From: Missy Arocha <marocha@palmettobay-fl.gov>
Sent: Wednesday, June 10, 2026 5:09 PM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>; Shelley Stancyk <shelleystanczyk@gmail.com>
Cc: Jaimie Mayer <JMayer@wsh-law.com>; John J. Quick <JQuick@wsh-law.com>; Roger C. Pou <RPou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>; Melissa Dodge <mdodge@palmettobay-fl.gov>
Subject: RE: Request for CRC Meeting --- QUORUM MET (Wednesday, June 17, 2026)

Good afternoon, members of the Charter Revision Commission.

Attached please find the agenda and minutes for consideration for next week's meeting: Wednesday, June 17, 2026, at 6:00 p.m.

Chair Levy, Secretary Schwiep, and Member Zisman have confirmed their attendance and participation.

Respectfully,

MISSY AROCHA, MPA, *Village Clerk & Passport Acceptance Facility Manager*
Office 305.259.1234 | Main Line 305.259.1264

9705 East Hibiscus Street, Palmetto Bay, FL 33157
marocha@palmettobay-fl.gov
| https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Missy Arocha
Sent: Monday, June 8, 2026 4:13 PM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>; Shelley Stancyk <shelleystanczyk@gmail.com>
Cc: Jaimie Mayer <jmayer@wsh-law.com>; John J. Quick <jquick@wsh-law.com>; Roger C. Pou <rpou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>; Melissa Dodge <mdodge@palmettobay-fl.gov>; Missy Arocha <marocha@palmettobay-fl.gov>
Subject: RE: Request for CRC Meeting --- QUORUM MET

Good afternoon, members of the Charter Revision Commission.

As a follow-up to my previous email, please be advised that quorum has been met for the requested meeting on: Wednesday, June 17, 2026, at 6:00 PM.

Chair Levy, Secretary Schwiep, and Member Zisman have confirmed their attendance and participation.

Accordingly, the meeting is publicly noticed and the agenda will follow.

Respectfully,

MISSY AROCHA, MPA, *Village Clerk & Passport Acceptance Facility Manager*
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marocha@palmettobay-fl.gov
| https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

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From: Missy Arocha <marocha@palmettobay-fl.gov>
Sent: Thursday, June 4, 2026 3:55 PM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>; Shelley Stancyk <shelleystanczyk@gmail.com>
Cc: Jaimie Mayer <jmayer@wsh-law.com>; John J. Quick <jquick@wsh-law.com>; Roger C. Pou <rpou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>; Melissa Dodge <mdodge@palmettobay-fl.gov>
Subject: Request for CRC Meeting

Good afternoon, members of the Charter Revision Commission.

It has been brought to my attention that, as a follow-up to last night's CRC meeting, the Commission requested that an additional meeting be scheduled for Wednesday, June 17, 2026, at 6:00 p.m.

If you are available and agree to the proposed date and time, please reply to this email confirming your attendance.

Should three or more members confirm their availability and attendance, the meeting will be formally noticed and held.

Thank you and I look forward to your response.

Respectfully,

MISSY AROCHA, MPA, *Village Clerk & Passport Acceptance Facility Manager*
Office 305.259.1234 | Main Line 305.259.1264
9705 East Hibiscus Street, Palmetto Bay, FL 33157
marocha@palmettobay-fl.gov
| https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

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From: Missy Arocha <marocha@palmettobay-fl.gov>
Sent: Wednesday, June 3, 2026 10:40 AM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>; Shelley Stancyk <shelleystanczyk@gmail.com>

Cc: Jaimie Mayer <jmayer@wsh-law.com>; John J. Quick <jquick@wsh-law.com>; Roger C. Pou <rpou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; Steve Cody <scody@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>; Melissa Dodge <mdodge@palmettobay-fl.gov>; Missy Arocha <marocha@palmettobay-fl.gov>
Subject: RE: Charter Commission Proposals & Next Meeting - - - QUORUM MET

Good afternoon, members of the Charter Revision Commission,

As a friendly reminder, quorum has been confirmed for tonight's meeting.

Please note that all members of the Charter Revision Commission have confirmed attendance, except for Member Stanczyk, who is unable to be present this evening and sends her regards.

Legal counsel will be participating remotely, and my Administrative Assistant, Melissa Dodge, will be attending the meeting in person on my behalf.

Hard copies of the agenda and all proposals (attached) will be available for your review.

Thank you, and I wish you a productive meeting.

Respectfully,

MISSY AROCHA, MPA, *Village Clerk & Passport Acceptance Facility Manager*
Office 305.259.1234 | Main Line 305.259.1264
9705 East Hibiscus Street, Palmetto Bay, FL 33157
marocha@palmettobay-fl.gov
| https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

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From: Missy Arocha <marocha@palmettobay-fl.gov>
Sent: Monday, June 1, 2026 4:52 PM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>; Shelley Stancyk <shelleystanczyk@gmail.com>
Cc: Jaimie Mayer <jmayer@wsh-law.com>; John J. Quick <jquick@wsh-law.com>; Roger C. Pou <rpou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; Steve Cody <scody@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>; Melissa Dodge <mdodge@palmettobay-fl.gov>

Subject: FW: Charter Commission Proposals & Next Meeting - - - QUORUM MET
Importance: High

Good afternoon, members of the Charter Revision Commission.

Please note that quorum is met for the final meeting of the CRC scheduled for Wednesday, June 3, 2026, at 6:00 PM.

Secretary Schwiep and Members Zisman and Tannebaum have confirmed their attendance and participation.

For your convenience, I have re-attached the agenda and all the documents for consideration.

Respectfully,

MISSY AROCHA, MPA, *Village Clerk & Passport Acceptance Facility Manager*
Office 305.259.1234 | Main Line 305.259.1264
9705 East Hibiscus Street, Palmetto Bay, FL 33157
marocha@palmettobay-fl.gov
| https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

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From: Missy Arocha <marocha@palmettobay-fl.gov>
Sent: Monday, June 1, 2026 2:08 PM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>; Shelley Stancyk <shelleystanczyk@gmail.com>
Cc: Jaimie Mayer <jmayer@wsh-law.com>; John J. Quick <jquick@wsh-law.com>; Roger C. Pou <rpou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; Steve Cody <scody@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>; Melissa Dodge <mdodge@palmettobay-fl.gov>
Subject: RE: Charter Commission Proposals & Next Meeting
Importance: High

Good afternoon, members of the Charter Revision Commission.

In response to the email you received earlier today by Village Attorney John Dellagloria, please note that he intended to indicate that the next meeting of the Charter Revision Commission is scheduled for **Wednesday, June 3, 2026, at 6:00 PM**, not Tuesday, June 2, 2026.

Attached is the meeting reminder previously distributed to the Commission, along with the draft minutes for your consideration. Also attached for Wednesday's meeting are the agenda and the proposals that Counsel Dellagloria referenced in his email for the Commission's review and discussion. *A total of 10 attachments is included in this email for your reference.*

For purposes of confirming a quorum, please reply to this email indicating whether you will be attending and participating in the meeting on Wednesday, June 3.

Should you have any questions, please do not hesitate to contact me.

Thank you, and I look forward to your individual responses regarding your attendance.

Respectfully,

MISSY AROCHA, MPA, *Village Clerk & Passport Acceptance Facility Manager*
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marocha@palmettobay-fl.gov
| https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: John Dellagloria <jdellagloria@palmettobay-fl.gov>
Sent: Monday, June 1, 2026 11:07 AM
To: Marc Levy <mtlevy13@yahoo.com>; Paul J. Schwiep <pschwiep@coffeyburlington.com>; Brian Tannebaum <btannebaum@tannebaum.com>; shelleystanczyk.com <shelleystanczyk@shelleystanczyk.com>; David Zisman (eve9621@aol.com) <eve9621@aol.com>
Cc: Missy Arocha <marocha@palmettobay-fl.gov>; Eric D. Machado <emachado@palmettobay-fl.gov>; Jaimie Mayer <jmayer@wsh-law.com>; John J. Quick <jquick@wsh-law.com>; Roger C. Pou <rpou@wsh-law.com>; Nick Marano <nmarano@palmettobay-fl.gov>; John Dellagloria <jdellagloria@palmettobay-fl.gov>
Subject: Charter Commission Proposals

Members of the Charter Commission, attached are the 6 proposals I, along with the invaluable help of Jaimie, Roger, and John, worked on these over the past few weeks. The 7th proposal regarding Single Member Districts has been approved in its final form.
For tomorrow's 6:00 pm Commission meeting, please read over the attached proposals as some words have been amended though nothing has changed the substance.
One significant matter to address is the addition of the language that addresses non-consecutive terms.

Finally, in addition to the proposals, there is a revised Pedestrian proposals submitted by Commissioner Schwiep. It is not in final form; if approved, amendments need to be made.
PLEASE DO NOT CONTACT OTHER MEMBERS OF THE COMMISSION. You can contact me with any questions.

John Dellagloria, *Village Attorney*

Office 305.259.1283 | Main Fax 305.259.1268

9705 East Hibiscus Street, Palmetto Bay, FL 33157

jdellagloria@palmettobay-fl.gov | https://link.edgepilot.com/x/SH7XdSzoCnBrcVJpNn0BJA?u=http://www.palmettobay-fl.gov/

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AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Charter Revision Commission Meeting (June 17, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
CRC-Minutes-2026-06-17

Minutes of Village of Palmetto Bay Charter Revision Commission
June 17, 2026

Members Present: Paul Schwiep, Marc Levy and David Zisman.

Others Present: Gary Pastorella (public member), Roger Pou (attorney), Jaimie Mayer (attorney), John Dellagloria ("just a guy") Steve Cody (council member), Nick Marano (village manager).

1. Call to Order: Meeting was called to order at 6:00 p.m. by chair Levy.

2. Public Comments: Mr. Pastorella thanked the Commission for their work. Then he advised of his opinion that Commission members were all unprofessional, rude and demeaning at the last meeting in interrupting Attorney Mayer.

3. Minutes: Minutes of prior meeting on June 15, 2026 were moved for approval by member Schwiep with two edits. First, the name of attorney Jaimie Mayer was misspelled. It should be Jaimie Mayer. Second, attorney Mayer provided comments to the minutes by email dated June 15, 2026 at 5:34 PM. Member Schwiep suggested that those comments be attached as Addendum 1. Motion seconded by member Zisman and minutes adopted.

4. Agenda:

Commission returned to remaining proposed charter amendments.

a. Council Term Limits and Waiting Period at Conclusion of Service.

   Item was circulated for review as approved by counsel. Moved for consideration by member Schwiep, seconded by member Zisman. Then item moved for adoption by member Schwiep, seconded by member Zisman. Item unanimously adopted.

b. Limiting Elected Officials Reimbursement to Actual Expenses.

Item was circulated for review as approved by counsel. Moved for adoption by member Schwiep, seconded by member Zisman. Item unanimously adopted.

c. Pedestrian, Bicycling and Golf Cart Facilities in Roadway Improvements

Item was circulated for review as approved by counsel. Moved for consideration by member Schwiep, seconded by member Zisman. Discussion had regarding meaning of "disproportionate" in paragraph 2(b). Member Zisman asked what precisely that meant. Expressed by member Schwiep that Council would have limited discretion to bypass pedestrian, bicycling and golf cart requirement if competent and substantial evidence showed that costs to do so would be completely out of line with the roadway improvement. For example, if pedestrian, bicycling and golf cart infrastructure were 5x the roadway cost, that might be shown "disproportionate." Item then moved for adoption by member Schwiep, seconded by member Zisman. Item unanimously adopted.

The adopted items as approved by the Commission are attached hereto.

5. New Business:

a. Member Zisman asked what happened with repeal effort on ordinance to require Commission approved items to go to voters. Councilmember Cody said resolution was repealed, however, the ordinance was not repealed; and will go to second reading in July.

b. Councilmember Cody said that even if Ordinance repealing prior ordinance is not adopted at second reading his lawsuit may require council to approve forwarding the items to voters.

Motion to adjourn by member Zisman, seconded by Schwiep. Meeting adjourned at 6:25 p.m.

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
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, REPEALING AND RESCINDING ORDINANCE 2026-01; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council) (Passed on First Reading at the Special Council Meeting of June 15, 2026)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ordinance 2026-08
Exhibit A - Ordinance_2026-01

ORDINANCE 2026-08

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING AND RESCINDING ORDINANCE 2026-01; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Village Council)*

WHEREAS, the Village Council of the Village of Palmetto Bay ("Village Council"), at its meeting on or about February 2, 2026, adopted Ordinance No. 2026-01 amending Section 2.51 of the Village Code as it relates to matters which may be proposed by the Village Charter Revision Commission ("CRC"); and

WHEREAS, a copy of Ordinance No. 2026-01 is attached hereto as Exhibit "A"; and

WHEREAS, certain litigation was recently initiated in relation to Ordinance No. 2026-01; and

WHEREAS, the Village may in its right repeal and rescind Ordinance No. 2026-01;

WHEREAS, the Village Council intends to retain the right to approve any and all proposals from the CRC while giving due weight to the expertise and work performed by the CRC; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interests of the Village and its residents.

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

Section 1. Recitals. The above recitals are true and correct and incorporated as if set forth in full.

Section 2. Repeal and Rescission. Ordinance No. 2026-01, attached hereto as Exhibit A, is hereby repealed and rescinded in its entirety.

Section 3. Repeal of Conflicting Provisions. The provisions of the Village Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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 15th day of June, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham	YES
Council Member Steven Cody	YES
Council Member Marsha Matson	NO
Vice-Mayor Mark Merwitzer	NO
Council Member Patrick Fiore	YES

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham	___
Council Member Steven Cody	___
Council Member Marsha Matson	___
Vice-Mayor Mark Merwitzer	___
Council Member Patrick Fiore	___

Docusign Envelope ID: E09033F7-F1D4-444E-AEB4-7159CA773BA8

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2.51, "CHARTER REVISION COMMISSION," OF THE VILLAGE CODE; REQUIRING THE VILLAGE COUNCIL TO FORWARD TO THE VILLAGE ELECTORS ALL CHARTER AMENDMENTS OR REVISIONS UNALTERED AS RECOMMENDED BY THE CHARTER REVISION COMMISSION; CLARIFYING THAT THE VILLAGE COUNCIL MAY SUBMIT ALTERNATIVE AMENDMENTS OR REVISIONS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Charter Revision Commission (the "Commission") performs a critical function under the Village Charter by ensuring that Village electors (the "electors") retain the authority to revise the Charter adopted at the time of the municipal incorporation of the Village of Palmetto Bay; and

WHEREAS, on December 3, 2025, the Village Council (the "Council") adopted a resolution affirming that the Council is required to forward to the electors all Charter revisions unaltered as recommended by the Commission; and

WHEREAS, the Council desires to codify in the Village Code of Ordinances the requirement that all Charter amendments or revisions unaltered as recommended by the Commission shall be forwarded to the electors; and

WHEREAS, the Council further desires to clarify that it retains the authority to submit alternative Charter amendments or revisions to the electors for consideration.

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

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Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

Section 2. Statement of Intent. It is the legislative intent of the Mayor and Council of the Village of Palmetto Bay to affirm and preserve the independent authority of the Charter Revision Commission as established by the Village Charter and to ensure that Village electors receive, without alteration, all Charter amendments or revisions duly recommended by the Commission. This Ordinance is intended to promote transparency, voter choice, and the orderly exercise of Charter revision authority consistent with the will of the electors and the foundational principles of the Village Charter.

Section 3. Amendment to Section 2.51 of the Village Code. Section 2.51 of the Municipal Code of the Village of Palmetto Bay is hereby amended to read as follows (additions underlined):

> If the Commission determines that an amendment or revision is needed, it shall submit the same to the Village Council no later than the deadline established by the Miami-Dade County Supervisor of Elections, so that such amendment or revision may be placed on the ballot for the next regularly scheduled Village election. The Village Council shall submit to the Village electors all amendments or revisions to the Charter unaltered as recommended by the Charter Revision Commission. The Village Council may also submit alternative Charter amendments or revisions to the Village electors, in accordance with the provisions of Section 6.1 of the Village Charter, at the next regularly scheduled Village election.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. It is the legislative intent of the Village Council 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

Docusign Envelope ID: E09033F7-F1D4-444E-AEB4-7159CA773BA8

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 12th day of January, 2026.

PASSED AND ADOPTED ON SECOND READING this 2nd day of February, 2026.

Attest: Signed by: Missy Arocha 6E[illegible]1E5E8C480... **Missy Arocha**
Village Clerk

Signed by: Karyn Cunningham 35B[illegible]CD2D0CB470... **Karyn Cunningham**
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

Signed by: C71CE56E4F6849D...
John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham	NO
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES

Docusign Envelope ID: E09033F7-F1D4-444E-AEB4-7159CA773BA8

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham	NO
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE OF ORDINANCES REGARDING CONSENT AGENDA PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ordinance 2026-06

ORDINANCE 2026-06

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE OF ORDINANCES REGARDING CONSENT AGENDA PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Village Council wishes to ensure meaningful public participation in the legislative process while conducting efficient and orderly meetings; and

WHEREAS, establishing a structured speaker registration system will enhance transparency, improve the accuracy of the public record, and facilitate orderly public participation; and

WHEREAS, placing all resolutions on the consent agenda will streamline council proceedings while preserving the public's right to be heard on all matters before the Council; and

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

Section 1. Amendment to Section 2-49. Section 2-49 of the Village Code of Ordinances, "Council discussion, public participation and decorum," is hereby amended as follows:

* * *

(c) *Public participation and discussion.* Individuals wishing to speak on matters that appear on the agenda as "public hearings" need only to be recognized by the mayor. The public shall be permitted to speak after the mayor opens an item for public hearing. After the mayor closes the public hearing, only members of the council or the administration may discuss the item. ~~The village clerk shall prepare registration cards for public speakers, which shall indicate the speaker's name and address, the agenda item(s) on which they wish to speak or other matter they wish~~

Additions shown by underlining and deletions shown by ~~overstriking~~.
Changes between first and second reading are indicated with double underline and double ~~strikethrough~~

~~to address with a brief description, whether speaking in favor, against, or providing information, whether speaking for themselves or representing a group or another person or entity, and whether they are a registered lobbyist. Speakers who complete cards prior to the start of discussion on an item shall be called first in the order their cards were received. Those who register after discussion begins or who have not completed cards shall be heard after all registered speakers have concluded. Failure to complete a registration card shall not preclude a person from speaking, but such persons shall be called last after all registered speakers have had an opportunity to be heard and shall complete a card after speaking. Speaker cards shall be included in the meeting minutes and posted online with the clerk's official copy of the corresponding item indicated on the card. The clerk shall publish on each agenda that any member of the public who requires assistance in completing a speaker card or participating in the meeting may request assistance or reasonable accommodation from the Village Clerk's office, along with the methods by which the public may contact the Village Clerk's office. Such assistance shall not affect the speaker's position in the order of recognition.~~

* * *

(h) Removal of items from consent agenda. Councilmembers have the privilege of removing items from the consent agenda in accordance with the provisions of this rule. If a councilmember desires any items removed from the consent agenda, the member shall deliver a written direction to the village clerk by 12:00 p.m. on the day of the council meeting, or may do so verbally prior to the setting of the agenda during the agenda section motion to set the agenda. The clerk shall furnish a notice of items pulled for individual consideration to the council and public in printed form prior to the meeting indicating the item and the councilmember who wishes to have such item considered. The item will then be scheduled for consideration by the council as a nonconsent matter. ~~Additionally, items may be removed from the consent agenda during the council meeting by:~~

~~(1) The village attorney if a councilmember has a conflict of interest with an agenda item;~~

~~(2) The council if, by a majority vote, the council chooses to remove an item; or~~

~~(3) An individual councilmember who desires an item be removed because of hardship.~~

Section 2. Amendment to Section 2-50. Section 2-50 of the Village Code of Ordinances, "Council meeting agenda items," is hereby amended as follows:

* * *

(6) Consent agenda. There shall be a consent agenda only during regular council meetings. The consent agenda shall contain all resolutions ~~that, in the opinion of the village manager, may be handled and implemented without the necessity for discussion~~. Unless a council member specifically requests that an item be removed from the consent agenda, the items shall be approved without discussion and adopted by a single motion and vote. All items on the consent agenda shall be voted upon in one vote. Prior to the discussion on the consent agenda, the public shall be afforded an opportunity to address the council on any item on the consent agenda during the request, petitions and public comment portion of the agenda, subject to the speaker registration requirements of Sec. 2-49(c). Following public comment, council members shall have a final opportunity to request the removal of an item, withdraw a previous request to remove an item, or indicate a "no" vote on a specific item to be recorded in the minutes, without necessitating a separate discussion. Any item receiving two or more registered "no" votes shall automatically be designated for individual consideration. Discussion or amendments regarding any individual consent agenda item shall not exceed two minutes in total. If the chair determines that an item requires further deliberation, it shall be removed for separate consideration. Any individual who addressed the council on a consent agenda item during the public comment period provided in this subsection shall not be precluded from speaking on that same item if it is subsequently removed for separate consideration.

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 6th day of April, 2026.

PASSED AND ADOPTED ON SECOND READING this 4th day of May, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham	NO
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham	NO
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 20-7, "FEE WAIVER PROGRAM TRANSPARENCY AND FISCAL ACCOUNTABILITY," RELATING TO VILLAGE FEE WAIVERS; ESTABLISHING REQUIREMENTS FOR STANDARDIZED COST-ACCOUNTING; DISCLOSURE OF THE FULL COST OF FEE WAIVERS AND ANNUAL REPORTING; REQUIRING DISCLOSURE OF CUMULATIVE ANNUAL SUPPORT PROVIDED TO EACH ORGANIZATION; DIRECTING THE VILLAGE MANAGER TO REPORT TO THE VILLAGE COUNCIL WITH RECOMMENDATIONS REGARDING ANNUAL PROGRAM CAPS AND RECOVERY OF DIRECT COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Fee Waiver-MM

Exhibit A-Fee Waiver Log

ORDINANCE 2026-___

AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 20-7, "FEE WAIVER PROGRAM TRANSPARENCY AND FISCAL ACCOUNTABILITY," RELATING TO VILLAGE FEE WAIVERS; ESTABLISHING REQUIREMENTS FOR STANDARDIZED COST-ACCOUNTING; DISCLOSURE OF THE FULL COST OF FEE WAIVERS AND ANNUAL REPORTING; REQUIRING DISCLOSURE OF CUMULATIVE ANNUAL SUPPORT PROVIDED TO EACH ORGANIZATION; DIRECTING THE VILLAGE MANAGER TO REPORT TO THE VILLAGE COUNCIL WITH RECOMMENDATIONS REGARDING ANNUAL PROGRAM CAPS AND RECOVERY OF DIRECT COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village of Palmetto Bay, Florida ("Village") provides fee waivers to qualified nonprofit organizations for the use of Village facilities and parks; and

WHEREAS, under current practice, fee waiver requests for an amount less than $1,000.00 may be administratively approved, while requests exceeding that amount must be approved by the Village Council; and

WHEREAS, from February 2023 through May 2026, the Village granted approximately 723 fee waivers with a reported value of $243,316.00; and

WHEREAS, of the approximately $243,315.00 in fee waivers approved, approximately $123,122.00 were granted to organizations located outside the Village, while approximately $120,193.00 were granted to organizations located within the Village; and

WHEREAS, Village records indicate that administration of the abovementioned fee waivers required approximately 2,544 staff hours at an estimated cost of $46,555.00; and

WHEREAS, the nearly equal distribution of fee waiver benefits between Village-based and non-Village-based organizations demonstrates the importance of accurately measuring the full cost of the program so that the Village Council may evaluate whether the allocation of public resources is consistent with Village priorities and provides a measurable benefit to Village residents; and

WHEREAS, additional costs associated with facility use, including maintenance, utilities, insurance, custodial services, security, and wear-and-tear on public facilities, are not currently calculated or reported as part of the fee waiver program; and

WHEREAS, staff costs alone represent approximately nineteen (19%) percent of the reported value of fee waivers, suggesting that the actual cost of the program may be substantially higher than currently reported; and

WHEREAS, the Village Council cannot make informed policy decisions regarding fee waivers without reliable information regarding the full cost of the program; and

WHEREAS, the Village Council finds that it is prudent to evaluate discretionary expenditures and subsidies; and

WHEREAS, the Village Council finds that transparency, fiscal accountability, and protection of Village resources are important public purposes and essential responsibilities of local government; and

WHEREAS, the Village Council further finds that the purpose of this ordinance is not to eliminate support for nonprofit organizations, but rather to ensure that the true cost of that support is known, measured, and publicly disclosed; and

WHEREAS, the Village Council finds that a standardized methodology for calculating the value of fee waivers is necessary to ensure consistency, transparency, accountability, and meaningful year-to-year comparisons; and

WHEREAS, disclosure of cumulative annual support provided to each organization will improve public understanding of how Village resources are distributed and assist the Council in evaluating the effectiveness and fairness of the program; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interests of the Village and its residents.

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

Section 1. Incorporation of Recitals. The above recitals are incorporated as if set forth in full herein.

Section 2. Amendments to the Code. Section 20-7 of the Village Code of Ordinances is hereby amended to read as follows:

Chapter 20 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

* * *

Section 20-7. – Fee Waiver Program and Fiscal Accountability.

(a) *Purpose.* The purpose of this section is to ensure transparency, accountability, consistency, and fiscal responsibility in the administration of the Village fee waiver program and to provide the Village Council with sufficient information to evaluate the actual cost and public benefit of fee waivers.

(b) Standardized Cost-Accounting Framework.

(1) Within three (3) months of the effective date of this section, the Village Manager shall develop and implement a standardized cost-accounting methodology applicable to all fee waivers granted by the Village ("Cost Methodology").

(2) The Cost Methodology may include, to the extent reasonably ascertainable:

a. The value of facility use;
b. Staff time;
c. Maintenance costs;
d. Utility costs;
e. Insurance costs;
f. Custodial services;
g. Security services; and
h. Estimated wear-and-tear attributable to the event or activity receiving the fee waiver.

(3) The Cost Methodology shall be applied consistently to all applicants.

(4) The Cost Methodology shall be designed to provide reliable year-to-year comparisons regarding the cost of the fee waiver program.

(c) *Annual Reporting.* Beginning with the first full fiscal year following implementation of the Cost Methodology, the Village Manager shall submit an annual report ("Annual Fee Waiver Report") to the Village Council. The report shall include:

(1) The total number and value of fee waivers granted during the fiscal year;

(2) The total estimated staff costs associated with fee waivers;

(3) The total estimated maintenance, utility, insurance, custodial, security, and facility costs associated with fee waivers;

(4) The cumulative amount of annual Village funding provided to each organization receiving fee waivers;

(5) A summary of fee waivers granted to organizations located within the Village and organizations located outside the Village;

(6) Any trends or significant changes from prior fiscal years; and

(7) Recommendations for modification of the program, if any.

The report shall be presented at a public meeting of the Village Council and made available to the public.

(d) *Disclosure of Cumulative Annual Support.* The Village shall maintain records showing the cumulative annual value of all fee waivers, and any additional Village funding assistance, provided to each organization receiving benefits under the fee waiver program. Such information shall be included in the Annual Fee Waiver Report and shall be available for public inspection.

(e) *Manager Report and Recommendations.* Within three (3) months after implementation of the Cost Methodology, the Village Manager shall present a report and recommendations to the Village Council regarding:

(1) Whether an annual aggregate budget cap should be established for the fee waiver program;

(2) The appropriate amount of any annual aggregate budget cap;

(3) Whether organizations receiving fee waivers should reimburse the Village for some or all direct costs associated with their events or activities, including staff costs, maintenance, utilities, custodial services, insurance, security, and other measurable operational expenses;

(4) Alternative methods of allocating or recovering Village costs while continuing to support nonprofit organizations serving Village residents;

(5) Methods for measuring and documenting public benefits received by Village residents from organizations receiving fee waivers; and

(6) Any additional measures necessary to improve fiscal accountability, transparency, and protection of Village resources.

(f) Statement of Policy and Intent. It is the policy of the Village Council that fee waivers should be evaluated based upon their actual cost to taxpayers and their public benefit to Village residents.

The Village Council finds that transparency regarding the recipients, cumulative value, and actual costs of fee waivers is essential to determining whether public resources are being allocated in a manner that maximizes benefits to Village residents and protects taxpayer-funded assets.

The Village Council further finds that requiring reimbursement of direct Village costs would not eliminate the fee waiver program but could instead allow the Village to continue to waive rental charges while recovering taxpayer-funded cash expenditures associated with providing Village facilities and services.

The Village Council finds that the information collected pursuant to this section is necessary to evaluate the effectiveness and fiscal impact of the fee waiver program before determining whether modifications to the program are warranted.

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 full force and 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 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 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 become effective immediately upon adoption at second reading.

PASSED ON FIRST READING this 6th day of July, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

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

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

PARKS & RECREATION DEPARTMENT
FEE WAIVER LOG SUMMARY
3.3 YEARS BEGINNING FEBRUARY 2023 TO MAY 2026

TYPE	NAME	TOTAL DOLLAR VALUE	TOTAL WAIVERS	EST STAFF HOUR
EXT	Adult Gifted League	300.00	1	4
EXT	American Water Resources Association	364.00	1	4
EXT	Baptist Health South Florida	1,635.00	1	6
EXT	Baptist Health South Florida	2,985.00	1	6
EXT	Blue Line Angels	485.00	1	4
EXT	Blue Line Angels	596.00	1	4
EXT	Brighter Days Foundation International	185.00	1	4
EXT	BSA of SFC/Andrea Marron	535.00	1	4
EXT	Cantamar Homeowners Association	385.00	1	4
EXT	Cantamar Homeowners Association	1,576.00	6	24
EXT	CIAM Casa Italia a Miami Corp	7,783.17	35	140
EXT	CIAM Casa Italia a Miami Corp	7,492.83	33	132
EXT	City of Dania Beach	724.00	1	4
EXT	Community Connexion Inc	8,470.00	22	88
EXT	Cure Cystic Fibrosis Miami Foundation	2,760.00	1	4
EXT	Cure Cystic Fibrosis Miami Foundation	1,360.00	1	4
EXT	Cure Cystic Fibrosis Miami Foundation	2,760.00	1	4
EXT	Cutler Bay Community Theater	13,668.00	51	204
EXT	Cutler Bay Community Theater	12,060.00	45	180
EXT	Cutler Bay Community Theater	5,796.00	20	80
EXT	Economic Development Council	218.00	1	4
EXT	Economic Development Council	402.00	1	4
EXT	Educational Federal Credit Union	619.00	1	4
EXT	Family Tree of Life Center	150.00	1	4
EXT	FAMU	268.00	1	4
EXT	Florida Department of Health	303.00	1	4
EXT	Foundation for New Education Initatives	2,170.00	1	6
EXT	Friends of 941 Inc	385.00	1	4
EXT	Girl Scouts Troop 2411	385.00	1	4
EXT	Hands of Hope Foundation	185.00	1	4
EXT	Homestead Hospital	2,725.00	1	4

EXT	Jack and Jill of America		1,004.00	2	8
EXT	Jack and Jill of America		3,313.00	6	24
EXT	Jude Petit Family		500.00	1	4
EXT	Junior League of Miami		269.82	1	4
EXT	Make A Way Ministries		300.00	1	4
EXT	MDC Florida Dept of Health		636.00	1	4
EXT	MDC Mayors Office		185.00	1	4
EXT	MDCPS Conservatory of the Arts		502.00	1	4
EXT	MDCPS Dept of Exceptional Student Ed		464.00	1	4
EXT	MDCPS South Region		464.00	1	4
EXT	MDC Commission for Women		536.00	1	4
EXT	MDC Commission for Women		2,325.00	2	8
EXT	MDC Commission for Women		2,435.00	1	6
EXT	MDCPS		650.00	1	4
EXT	MDCPS		652.00	1	4
EXT	MDCPS		723.00	1	4
EXT	Miggys Gift		185.00	1	4
EXT	Miggys Gift		185.00	1	4
EXT	Musicore Inc		91.30	1	4
EXT	Musicore Inc		8,976.70	48	192
EXT	Paws 4 You Rescue		830.00	1	4
EXT	Paws4U Rescue		1,325.00	1	4
EXT	Salvation Army Miami Area		502.00	1	4
EXT	Samantha's Purpose		1,281.00	3	12
EXT	Samantha's Purpose		185.00	1	4
EXT	South Dade Women's Alliance		6,050.00	1	6
EXT	South Florida Fellowship of Christian Athletes		326.50	1	4
EXT	Special Olympic Florida		480.00	2	8
EXT	Temple Betham		370.00	2	8
EXT	The Posse Foundation		460.00	1	4
EXT	Vineland K-8 Center		185.00	1	4
EXT	Vineland K-8 Center		370.00	2	8
EXT	Volunteering Miami		2,885.00	1	4
EXT	Volunteering Miami		3,746.00	4	16
	SUB TOTAL	**$**	**123,122.32**	**332**	**1,338**

PB	Be Strong International	1,455.00	2	6
PB	Be Strong International	3,329.00	5	15
PB	Chabad of Palmetto Bay	8,830.00	44	132
PB	Chabad of Palmetto Bay	2,556.00	11	33
PB	Chabad of Palmetto Bay	2,208.00	1	6
PB	Chabad of Palmetto Bay	4,060.00	1	6
PB	Chabad of Palmetto Bay	6,643.74	1	6
PB	Chabad - Lunch & Learn	2,412.00	1	6
PB	Chabad - Educ Workshop	1,672.00	1	6
PB	Christ Fellowship	5,261.50	15	45
PB	Christ Fellowship	1,424.00	4	12
PB	Coral Reef Elementary	195.00	1	3
PB	Coral Reef Elementary 1st Grade Class	135.00	1	3
PB	Coral Reef Elementary 1st Grade Class	100.00	2	6
PB	Coral Reef Elementary Kindergarten Class	185.00	1	3
PB	Coral Reef Elementary PTA	2,824.00	2	6
PB	Coral Reef School	2,629.00	1	6
PB	CRE PTA Auction Donation	250.00	1	3
PB	Deering Estate Foundation	185.00	1	3
PB	Deering Estate Foundation	195.00	1	3
PB	Dr Henry E Perrine Elementary	678.00	1	3
PB	Educational Federal Credit Union	738.00	1	3
PB	Everglades Foundation	740.00	2	6
PB	Everglades Foundation	435.00	1	3
PB	Fisher First Generation Scholarship	385.00	1	3
PB	Girl Scouts Troop 2411	185.00	1	3
PB	HDE Cheer Banquet	385.00	1	3
PB	Henry E Perrine Academy of the Arts	195.00	1	3
PB	Howard Drive Elementary PTA	380.00	1	3
PB	Hurricane Cheer-Howard Drive	836.00	1	3
PB	Kick CF Celebrity Tournament	650.00	1	3
PB	Palmer Trinity School	880.00	2	6
PB	Palmetto Bay Academy	555.00	3	9
PB	Palmetto Bay Academy	185.00	1	3
PB	Palmetto Bay Branch Library	13,278.05	79	237
PB	Palmetto Bay Branch Library	13,278.50	79	237
PB	Palmetto Bay Branch Library	7,014.50	37	111

PB	Palmetto Bay Garden Club		1,288.00	7	21
PB	Palmetto Bay Garden Club		1,564.00	8	24
PB	Palmetto Bay Garden Club		1,840.00	8	24
PB	PBBA Palmetto Bay Business Association		2,064.00	12	36
PB	PBBA Palmetto Bay Business Association		3,921.75	9	27
PB	PBBA Palmetto Bay Business Association		516.00	3	9
PB	Palmetto Bay Business Association		2,545.75	1	6
PB	Perrine Seventh Day Adventist Church		443.50	1	3
PB	Rising Star Foundation		185.00	1	3
PB	Rotary Club		1,471.50	18	54
PB	Rotary Club		490.50	6	18
PB	St Andrews		5,153.00	1	6
PB	St Richards Holy Rosary - Mar 8		3,736.00	1	6
PB	St Richards Holy Rosary - Mar 9		3,736.00	1	6
PB	St Richards Holy Rosary		3,136.00	1	6
PB	The Rising Start Foundation		370.00	2	6
PB	Turtle Team		385.00	1	3
	SUB TOTAL	**$**	**120,193.29**	**391.00**	**1,206.00**

PARKS & RECREATION DEPARTMENT
FEE WAIVER LOG SUMMARY

	VALUE OF FACILITY	TOTAL WAIVERS	EST STAFF HOUR
EXTERNAL 501C	**123,122.32**		
PALMETTO BAY 501C	**120,193.29**		
TOTAL DOLLAR VALUE OF ALL WAVIERS	**$ 243,315.61**		
EXTERNAL 501C		**332**	
PALMETTO BAY 501C		**391**	
TOTAL NUMBER OF WAVIERS		**723**	

EXTERNAL 501C	1,338
PALMETTO BAY 501C	1,206
TOTAL ESTIMATED STAFF HOURS	2,544

EXTERNAL 501C
PALMETTO BAY 501C

TOTAL ESTIMATED DOLLAR EXPENSE TO VILLAGE FOR STAFF WAIVERS

TOTAL DOLLAR VALUE OF 728 WAVIERS	**$ 243,316**
TOTAL ESTIMATED STAFF EXPENSE TO VILLAGE	**46,555**
UNKNOWN PROPERTY MAINTAINENCE & INSURANCE EXPENSES	-
(NOTE: THALATTA TOTAL $32,005 INCLUDED)	**$ 289,871**

EST STAFF PAY
73.20
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109.80
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439.20
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3,733.20
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439.20
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494.10
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988.20
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109.80
109.80
109.80
109.80
54.90
22,069.80

EST STAFF PAY

	24,485.40
	22,069.80
$	**46,555.20**

EXTE	87
PALM	110
TOTA	197

PARKS & RECREATION DEPARTMENT
FEE WAIVER LOG
FISCAL YEAR 23-24 FROM FEBRUARY 2024

Page	Group Name	TYPE	Date	Time	Park/Request	Description/Purpose
1	American Water Resources Associatic	EXT	6/8/2023	11a-1:30p	EAF Community Room	Lunch & Learn
1	Blue Line Angels	EXT	5/28/2023	10a-3p	Perrine Community House	Tea Women Fellowship
1	Brighter Days Foundation Internationa	EXT	5/19/2024	10a-1:30p	Coral Reef Park	Nick's Mental Health & Suici
1	BSA of SFC/Andrea Marron	EXT	4/28/2024	6-9p	Thalatta Estate	Leadership Training
1	Cantamar Homeowners Association	EXT	3/21/2023	7-9p	EAF Community Room	Meeting
2	Cantamar Homeowners Association	EXT	4/18/2023	7-9p	EAF Community Room	Meeting
3	Cantamar Homeowners Association	EXT	8/15/2023	7-9p	EAF Community Room	Meeting
4	Cantamar Homeowners Association	EXT	10/17/2023	7-9p	EAF Community Room	Meeting
5	Cantamar Homeowners Association	EXT	12/19/2023	7-9p	EAF Community Room	Meeting
6	Cantamar Homeowners Association	EXT	4/9/2024	7-9p	EAF Community Room	Board Meeting
1	City of Dania Beach	EXT	2/27/2024	10a-3p	Thalatta Estate	Meeting
1	Community Connexion Inc	EXT	2/4/2024	11a-2p	EAF Community Room	Meeting
2	Community Connexion Inc	EXT	2/11/2024	11a-2p	EAF Community Room	Meeting
3	Community Connexion Inc	EXT	2/18/2024	11a-2p	EAF Community Room	Meeting
4	Community Connexion Inc	EXT	2/25/2024	11a-2p	EAF Community Room	Meeting
5	Community Connexion Inc	EXT	3/3/2024	11a-2p	EAF Community Room	Meeting
6	Community Connexion Inc	EXT	3/10/2024	11a-2p	EAF Community Room	Meeting
7	Community Connexion Inc	EXT	3/17/2024	11a-2p	EAF Community Room	Meeting
8	Community Connexion Inc	EXT	3/24/2024	11a-2p	EAF Community Room	Meeting
9	Community Connexion Inc	EXT	3/31/2024	11a-2p	EAF Community Room	Meeting
10	Community Connexion Inc	EXT	4/7/2024	11a-2p	EAF Community Room	Meeting
11	Community Connexion Inc	EXT	4/14/2024	11a-2p	EAF Community Room	Meeting
12	Community Connexion Inc	EXT	4/21/2024	11a-2p	EAF Community Room	Meeting
13	Community Connexion Inc	EXT	4/28/2024	11a-2p	EAF Community Room	Meeting
14	Community Connexion Inc	EXT	5/5/2024	11a-2p	EAF Community Room	Meeting
15	Community Connexion Inc	EXT	5/12/2024	11a-2p	EAF Community Room	Meeting
16	Community Connexion Inc	EXT	5/19/2024	11a-2p	EAF Community Room	Meeting
17	Community Connexion Inc	EXT	5/26/2024	11a-2p	EAF Community Room	Meeting
18	Community Connexion Inc	EXT	6/2/2024	11a-2p	EAF Community Room	Meeting
19	Community Connexion Inc	EXT	6/9/2024	11a-2p	EAF Community Room	Meeting
20	Community Connexion Inc	EXT	6/16/2024	11a-2p	EAF Community Room	Meeting
21	Community Connexion Inc	EXT	6/23/2024	11a-2p	EAF Community Room	Meeting
22	Community Connexion Inc	EXT	6/30/2024	11a-2p	EAF Community Room	Meeting

1	Cure Cystic Fibrosis Miami Foundatior	EXT	3/9/2024	10a-7p	Palmetto Bay Park	Kick CF Celebrity Kickball Tc
1	Cutler Bay Community Theater	EXT	12/16/2023	9a-8p	EAF Community Room	Community Theater Day
2	Cutler Bay Community Theater	EXT	1/29/2024	7-9p	EAF Community Room	Meeting
3	Cutler Bay Community Theater	EXT	2/12/2024	7-9p	EAF Community Room	Meeting
4	Cutler Bay Community Theater	EXT	2/26/2024	7-9p	EAF Community Room	Meeting
5	Cutler Bay Community Theater	EXT	3/4/2024	7-9p	EAF Community Room	Meeting
6	Cutler Bay Community Theater	EXT	3/18/2024	7-9p	EAF Community Room	Meeting
7	Cutler Bay Community Theater	EXT	4/1/2024	7-9p	EAF Community Room	Meeting
8	Cutler Bay Community Theater	EXT	4/15/2024	7-9p	EAF Community Room	Meeting
9	Cutler Bay Community Theater	EXT	4/29/2024	7-9p	EAF Community Room	Meeting
10	Cutler Bay Community Theater	EXT	5/13/2024	7-9p	EAF Community Room	Meeting
11	Cutler Bay Community Theater	EXT	5/27/2024	7-9p	EAF Community Room	Meeting
12	Cutler Bay Community Theater	EXT	6/10/2024	7-9p	EAF Community Room	Meeting
13	Cutler Bay Community Theater	EXT	6/24/2024	7-9p	EAF Community Room	Meeting
14	Cutler Bay Community Theater	EXT	7/8/2024	7-9p	EAF Community Room	Meeting
15	Cutler Bay Community Theater	EXT	7/22/2024	7-9p	EAF Community Room	Meeting
16	Cutler Bay Community Theater	EXT	8/5/2024	7-9p	EAF Community Room	Meeting
17	Cutler Bay Community Theater	EXT	8/19/2024	7-9p	EAF Community Room	Meeting
18	Cutler Bay Community Theater	EXT	9/2/2024	7-9p	EAF Community Room	Meeting
19	Cutler Bay Community Theater	EXT	9/16/2024	7-9p	EAF Community Room	Meeting
20	Cutler Bay Community Theater	EXT	9/30/2024	7-9p	EAF Community Room	Meeting
1	Economic Development Council	EXT	2/7/2024	8a-12p	Perrine Community House	Board Meetings & Videograp
1	Educational Federal Credit Union	EXT	9/25/2023	9a-4:30p	EAF Community Room	Community Outreach Planni
1	Florida Department of Health	EXT	5/20/2024	8a-5p	Thalatta Education Room	Management Retreat
1	Girl Scouts Troop 2411	EXT	2/25/2024	9:30a-12:30p	EAF Community Room	Meeting
1	Hands of Hope Foundation	EXT	12/16/2023	10a-3p	CRP Gazebo	Toy Giveaway for the Needy
1	Homestead Hospital	EXT	3/6/2024	6-9p	Thalatta Estate	Employee Service Awards
1	Jack and Jill of America	EXT	5/7/2023	9a-12p	EAF Community Room	Meeting
2	Jack and Jill of America	EXT	7/9/2023	9a-3p	EAF Community Room	Retreat Meeting
3	Jack and Jill of America	EXT	8/6/2023	9a-4p	EAF Community Room	Retreat Meeting
4	Jack and Jill of America	EXT	11/18/2023	10a-12p	EAF Community Room	Retreat Meeting
5	Jack and Jill of America	EXT	4/27/2024	2-8p	EAF Community Room	End of Year Meeting
6	Jack and Jill of America	EXT	9/15/2024	8:30a-3:30p	EAF Community Room	Planning Meeting
1	Jude Petit Family	EXT	2/10/2024	2-5p	EAF Community Room	Celebaration of Life
1	Junior League of Miami	EXT	9/16/2023	2-4p	EAF Community Room	Planning Meeting
1	MDC Florida Dept of Health	EXT	12/8/2023	8a-4p	EAF Community Room	Quarterly Meeting
1	MDC Mayors Office	EXT	1/21/2024	1-4p	CRP Gazebo	Picnic
1	MDCPS Conservatory of the Arts	EXT	5/17/2024	7-11p	Perrine Community House	End of Year Promenade
1	MDCPS Dept of Exceptional Student E	EXT	8/4/2023	12-3p	EAF Community Room	Leadership Team Meeting
1	MDCPS South Region	EXT	8/7/2023	7a-1p	EAF Community Room	Retreat Meeting
1	Miami Dade Commission for Women	EXT	7/31/2023	4-5p	Education Room-Thalatta Estate	Board Meeting

2	Miami Dade Commission for Women	EXT	9/13/2023	4-10p	Thalatta Estate	Fundraiser
1	Miggys Gift	EXT	11/19/2023	8a-12p	Coral Reef Park	Stepping it for Stephen
1	Samantha's Purpose	EXT	11/16/2023	6-9p	Perrine Community House	Meeting and Toy Drive
2	Samantha's Purpose	EXT	12/5/2023	6-9p	Perrine Community House	Meeting and Toy Drive
3	Samantha's Purpose	EXT	1/16/2024	5:30-9:30p	EAF Community Room	Meeting
1	Special Olympic Florida	EXT	3/2/2023	9:30a-12:30p	Coral Reef Park-tennis courts	Special Olympics-tennis com
2	Special Olympic Florida	EXT	3/3/2023	9:30a-12:30p	Coral Reef Park-tennis courts	Special Olympics-tennis com
1	Vineland K-8 Center	EXT	10/3/2023	9a-1p	Coral Reef Pk-Gazebo&Volleyb	Team Building Activity
2	Vineland K-8 Center	EXT	9/25/2024	9a-1p	CRP Gazebo	Team Building Activity
1	Volunteering Miami	EXT	5/13/2023	2-4p	EAF Community Room	Staff Meeting
2	Volunteering Miami	EXT	10/14/2023	10a-5p	Ludovici Park	Volunteer Fair 2023
3	Volunteering Miami	EXT	4/7/2024	9-11a	Ludovici Park-Amphitheater	Staff Meeting
4	Volunteering Miami	EXT	7/28/2024	9a-12:30p	PBP-Pickleball Courts	Charity Pickleball Tournamer
1	Be Strong International	PB	3/10/2023	8:30a-5:00p	EAF Community Room	Meeting
2	Be Strong International	PB	6/15/2023	9a-4p	Perrine Community House	Staff Meeting
3	Be Strong International	PB	12/22/2023	9a-4p	Perrine Community House	Staff Meeting
4	Be Strong International	PB	3/9/2024	9a-5p	EAF Community Room	Staff Training & Retreat
5	Be Strong International	PB	6/28/2024	9a-4p	Perrine Community House	Staff Training & Retreat
1	Chabad of Palmetto Bay	PB	9/11/2023	11a-3p	EAF Community Room	Education Class
2	Chabad of Palmetto Bay	PB	11/15/2023	12-1p	Thalatta Estate	Lunch & Learn
3	Chabad of Palmetto Bay	PB	12/10/2023	2-4p	Coral Reef Park-Gazebo	Chanukah Celebration
4	Chabad of Palmetto Bay	PB	12/20/2023	12-1p	Thalatta Estate	Lunch & Learn
5	Chabad of Palmetto Bay	PB	1/17/2024	12-1p	Thalatta Estate	Lunch & Learn
6	Chabad of Palmetto Bay	PB	2/14/2024	12-1p	Thalatta Estate	Lunch & Learn
7	Chabad of Palmetto Bay	PB	3/13/2024	12-1p	Thalatta Estate	Lunch & Learn
8	Chabad of Palmetto Bay	PB	4/3/2024	7-9p	EAF Community Room	Holocaust Lecture
9	Chabad of Palmetto Bay	PB	4/17/2024	12-1p	Thalatta Estate	Lunch & Learn
10	Chabad of Palmetto Bay	PB	5/15/2024	12-1p	Thalatta Estate	Lunch & Learn
11	Chabad of Palmetto Bay	PB	6/26/2024	12-1p	Thalatta Estate	Lunch & Learn
1	Christ Fellowship	PB	9/3/2024	10:30a-2p	EAF Community Room	Staff Meeting
2	Christ Fellowship	PB	9/10/2024	10:30a-2p	EAF Community Room	Staff Meeting
3	Christ Fellowship	PB	9/17/2024	10:30a-2p	EAF Community Room	Staff Meeting
4	Christ Fellowship	PB	9/24/2024	10:30a-2p	EAF Community Room	Staff Meeting
1	Coral Reef Elementary	PB	2/24/2024	n/a	2024 Camp Voucher	Silent Auction
1	Coral Reef Elementary 1st Grade Clas	PB	6/2/2023	9a-12:30p	Coral Reef Park-soccer field	Field Day
2	Coral Reef Elementary 1st Grade Clas	PB	5/24/2024	9a-12p	Coral Reef Park-Soccer field	Field Day
1	Coral Reef Elementary Kindergarten C	PB	6/6/2024	9:30a-12p	CRP Gazebo	End of Year Celebration
1	Coral Reef Elementary PTA	PB	2/11/2023	n/a	2023 Summer Camp Voucher	Summer Camp Voucher/Sile
2	Coral Reef Elementary PTA	PB	1/25/2024	7-9p	Thalatta Estate	CRE Winter Formal
1	Deering Estate Foundation	PB	12/1/2023	n/a	2024 Summer Camp Voucher	Silent Auction
1	Dr Henry E Perrine Elementary	PB	8/13/2024	8a-3p	EAF Community Room	Opening of Schools Meeting

1	Everglades Foundation	PB	5/23/2023	9a-4p	EAF Community Room	Staff Retreat Meeting
1	HDE Cheer Banquet	PB	4/28/2024	1-4p	EAF Community Room	Banquet
1	Henry E Perrine Academy of the Arts	PB	n/a	n/a	2023 Summer Camp Voucher	Silent Auction
1	Howard Drive Elementary PTA	PB	2/25/2023	n/a	2023 Summer Camp Voucher &	Silent Auction
1	Kick CF Celebrity Tournament	PB	3/9/2024	9a-5p	Palmetto Bay Park	Team Registration
1	Palmer Trinity School	PB	9/8/2023	8a-4p	Thalatta Estate	Board Meeting/Retreat
2	Palmer Trinity School	PB	9/9/2023	8a-4p	Thalatta Estate	Board Meeting/Retreat
1	Palmetto Bay Academy	PB	2/9/2023	12-2pm	Palmetto Bay Park-Pavilion	School Field Trip
2	Palmetto Bay Academy	PB	2/8/2024	12-2p	Palmetto Bay Park-Pavilion	School Field Trip
3	Palmetto Bay Academy	PB	5/17/2024	11a-1:30p	Palmetto Bay Park-Pavilion	School Field Trip
1	Palmetto Bay Branch Library	PB	10/13/2023	11a-5p	EAF Community Room	Retirement Luncheon
2	Palmetto Bay Branch Library	PB	1/26/2024	7:30-11p	EAF Community Room	Retirement Dinner
3	Palmetto Bay Branch Library	PB	4/3/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
4	Palmetto Bay Branch Library	PB	4/10/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
5	Palmetto Bay Branch Library	PB	4/17/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
6	Palmetto Bay Branch Library	PB	4/24/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
7	Palmetto Bay Branch Library	PB	4/25/2024	6-7p	EAF Community Room	Adult Book Club
8	Palmetto Bay Branch Library	PB	5/1/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
9	Palmetto Bay Branch Library	PB	5/8/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
10	Palmetto Bay Branch Library	PB	5/15/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
11	Palmetto Bay Branch Library	PB	5/16/2024	6-7p	EAF Community Room	Adult Book Club
12	Palmetto Bay Branch Library	PB	5/22/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
13	Palmetto Bay Branch Library	PB	5/29/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
14	Palmetto Bay Branch Library	PB	6/5/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
15	Palmetto Bay Branch Library	PB	6/12/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
16	Palmetto Bay Branch Library	PB	6/19/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
17	Palmetto Bay Branch Library	PB	6/20/2024	6-7p	EAF Community Room	Adult Book Club
18	Palmetto Bay Branch Library	PB	6/22/2024	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
19	Palmetto Bay Branch Library	PB	6/26/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
20	Palmetto Bay Branch Library	PB	7/3/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
21	Palmetto Bay Branch Library	PB	7/10/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
22	Palmetto Bay Branch Library	PB	7/17/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
23	Palmetto Bay Branch Library	PB	7/18/2024	6-7p	EAF Community Room	Adult Book Club
24	Palmetto Bay Branch Library	PB	7/24/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
25	Palmetto Bay Branch Library	PB	7/27/2024	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
26	Palmetto Bay Branch Library	PB	7/31/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
27	Palmetto Bay Branch Library	PB	8/7/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
28	Palmetto Bay Branch Library	PB	8/14/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
29	Palmetto Bay Branch Library	PB	8/15/2024	6-7p	EAF Community Room	Adult Book Club
30	Palmetto Bay Branch Library	PB	8/21/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
31	Palmetto Bay Branch Library	PB	8/24/2024	11a-12p	Ludovici Park-Amphitheater	Yoga Classes

32	Palmetto Bay Branch Library	PB	8/28/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
33	Palmetto Bay Branch Library	PB	9/4/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
34	Palmetto Bay Branch Library	PB	9/11/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
35	Palmetto Bay Branch Library	PB	9/18/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
36	Palmetto Bay Branch Library	PB	9/19/2024	6-7p	EAF Community Room	Adult Book Club
37	Palmetto Bay Branch Library	PB	9/25/2024	4-5:30p	EAF Community Room	Teen Library Advisory Comm
1	Palmetto Bay Garden Club	PB	1/30/2024	6-9p	EAF Community Room	Meeting
2	Palmetto Bay Garden Club	PB	2/27/2024	6-9p	EAF Community Room	Meeting
3	Palmetto Bay Garden Club	PB	3/9/2024	9a-3p	Ludovici Park	Plant Sale
4	Palmetto Bay Garden Club	PB	3/26/2024	6-9p	EAF Community Room	Meeting
5	Palmetto Bay Garden Club	PB	4/23/2024	6-9p	EAF Community Room	Meeting
6	Palmetto Bay Garden Club	PB	5/28/2024	6-9p	EAF Community Room	Meeting
7	Palmetto Bay Garden Club	PB	9/24/2024	6-9p	EAF Community Room	Meeting
1	PBBA Palmetto Bay Business Associa	PB	12/7/2023	6-11p	Thalatta Estate	Holiday Party
2	PBBA Palmetto Bay Business Associa	PB	2/1/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
3	PBBA Palmetto Bay Business Associa	PB	3/7/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
4	PBBA Palmetto Bay Business Associa	PB	4/4/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
5	PBBA Palmetto Bay Business Associa	PB	5/2/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
6	PBBA Palmetto Bay Business Associa	PB	6/6/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
7	PBBA Palmetto Bay Business Associa	PB	7/4/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
8	PBBA Palmetto Bay Business Associa	PB	8/1/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
9	PBBA Palmetto Bay Business Associa	PB	9/5/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
1	Rising Star Foundation	PB	3/21/2024	9:30a-1:30p	CRP Gazebo	Easter Celebration Picnic
1	Rotary Club	PB	1/9/2024	11:45a-1:15p	EAF Community Room	Club Meeting
2	Rotary Club	PB	1/16/2024	11:45a-1:15p	EAF Community Room	Club Meeting
3	Rotary Club	PB	2/13/2024	11:45a-1:15p	EAF Community Room	Club Meeting
4	Rotary Club	PB	2/20/2024	11:45a-1:15p	EAF Community Room	Club Meeting
5	Rotary Club	PB	3/12/2024	11:45a-1:15p	EAF Community Room	Club Meeting
6	Rotary Club	PB	3/19/2024	11:45a-1:15p	EAF Community Room	Club Meeting
7	Rotary Club	PB	4/9/2024	11:45a-1:15p	EAF Community Room	Club Meeting
8	Rotary Club	PB	4/16/2024	11:45a-1:15p	EAF Community Room	Club Meeting
9	Rotary Club	PB	5/14/2024	11:45a-1:15p	EAF Community Room	Club Meeting
10	Rotary Club	PB	5/21/2024	11:45a-1:15p	EAF Community Room	Club Meeting
11	Rotary Club	PB	6/11/2024	11:45a-1:15p	EAF Community Room	Club Meeting
12	Rotary Club	PB	6/18/2024	11:45a-1:15p	EAF Community Room	Club Meeting
13	Rotary Club	PB	7/9/2024	11:45a-1:15p	EAF Community Room	Club Meeting
14	Rotary Club	PB	7/16/2024	11:45a-1:15p	EAF Community Room	Club Meeting
15	Rotary Club	PB	8/13/2024	11:45a-1:15p	EAF Community Room	Club Meeting
16	Rotary Club	PB	8/20/2024	11:45a-1:15p	EAF Community Room	Club Meeting
17	Rotary Club	PB	9/10/2024	11:45a-1:15p	EAF Community Room	Club Meeting
18	Rotary Club	PB	9/17/2024	11:45a-1:15p	EAF Community Room	Club Meeting

Total Value	Date of Request
364.00	5/5/2023
596.00	5/10/2023
185.00	4/16/2024
535.00	2/22/2024
265.00	3/14/2023
265.00	3/14/2023
265.00	3/14/2023
265.00	3/14/2023
265.00	3/14/2023
251.00	4/7/2024
724.00	10/15/2024
385.00	2/1/2024
385.00	2/1/2024
385.00	2/1/2024
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812.00	6/7/2023
251.00	11/15/2023
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EXT	96
PAL	133
TOT	229

PARKS & RECREATION DEPARTMENT
FEE WAIVER LOG
FISCAL YEAR 24-25

Pag	Group Name	TYPE	Date	Time	Park/Request	Description/Purpose
1	Blue Line Angels	EXT	4/12/2025	6-10p	Perrine Community House	Passover Seder
1	CIAM Casa Italia a Miami Corp	EXT	1/4/2025	9-11a	EAF Community Room	Italian Classes for Children
2	CIAM Casa Italia a Miami Corp	EXT	1/11/2025	9-11a	EAF Community Room	Italian Classes for Children
3	CIAM Casa Italia a Miami Corp	EXT	1/18/2025	9-11a	EAF Community Room	Italian Classes for Children
4	CIAM Casa Italia a Miami Corp	EXT	1/25/2025	9-11a	EAF Community Room	Italian Classes for Children
5	CIAM Casa Italia a Miami Corp	EXT	2/1/2025	9-11a	EAF Community Room	Italian Classes for Children
6	CIAM Casa Italia a Miami Corp	EXT	2/8/2025	9-11a	EAF Community Room	Italian Classes for Children
7	CIAM Casa Italia a Miami Corp	EXT	2/15/2025	9-11a	EAF Community Room	Italian Classes for Children
8	CIAM Casa Italia a Miami Corp	EXT	2/22/2025	9-11a	EAF Community Room	Italian Classes for Children
9	CIAM Casa Italia a Miami Corp	EXT	3/1/2025	9-11a	EAF Community Room	Italian Classes for Children
10	CIAM Casa Italia a Miami Corp	EXT	3/8/2025	9-11a	EAF Community Room	Italian Classes for Children
11	CIAM Casa Italia a Miami Corp	EXT	3/15/2025	9-11a	EAF Community Room	Italian Classes for Children
12	CIAM Casa Italia a Miami Corp	EXT	3/22/2025	9-11a	EAF Community Room	Italian Classes for Children
13	CIAM Casa Italia a Miami Corp	EXT	3/29/2025	9-11a	EAF Community Room	Italian Classes for Children
14	CIAM Casa Italia a Miami Corp	EXT	4/5/2025	9-11a	EAF Community Room	Italian Classes for Children
15	CIAM Casa Italia a Miami Corp	EXT	4/12/2025	9-11a	EAF Community Room	Italian Classes for Children
16	CIAM Casa Italia a Miami Corp	EXT	4/19/2025	9-11a	EAF Community Room	Italian Classes for Children
17	CIAM Casa Italia a Miami Corp	EXT	4/26/2025	9-11a	EAF Community Room	Italian Classes for Children
18	CIAM Casa Italia a Miami Corp	EXT	5/3/2025	9-11a	EAF Community Room	Italian Classes for Children
19	CIAM Casa Italia a Miami Corp	EXT	5/10/2025	9-11a	EAF Community Room	Italian Classes for Children
20	CIAM Casa Italia a Miami Corp	EXT	5/17/2025	9-11a	EAF Community Room	Italian Classes for Children
21	CIAM Casa Italia a Miami Corp	EXT	5/24/2025	9-11a	EAF Community Room	Italian Classes for Children
22	CIAM Casa Italia a Miami Corp	EXT	5/31/2025	9-11a	EAF Community Room	Italian Classes for Children
23	CIAM Casa Italia a Miami Corp	EXT	7/19/2025	9-11a	EAF Community Room	Italian Classes for Children
24	CIAM Casa Italia a Miami Corp	EXT	7/26/2025	9-11a	EAF Community Room	Italian Classes for Children
25	CIAM Casa Italia a Miami Corp	EXT	8/2/2025	9-11a	EAF Community Room	Italian Classes for Children
26	CIAM Casa Italia a Miami Corp	EXT	8/9/2025	9-11a	EAF Community Room	Italian Classes for Children
27	CIAM Casa Italia a Miami Corp	EXT	8/16/2025	9-11a	EAF Community Room	Italian Classes for Children
28	CIAM Casa Italia a Miami Corp	EXT	8/23/2025	9-11a	EAF Community Room	Italian Classes for Children
29	CIAM Casa Italia a Miami Corp	EXT	8/30/2025	9-11a	EAF Community Room	Italian Classes for Children

30	CIAM Casa Italia a Miami Corp	EXT	9/6/2025	9-11a	EAF Community Room	Italian Classes for Children
31	CIAM Casa Italia a Miami Corp	EXT	9/13/2025	9-11a	EAF Community Room	Italian Classes for Children
32	CIAM Casa Italia a Miami Corp	EXT	9/20/2025	9-11a	EAF Community Room	Italian Classes for Children
33	CIAM Casa Italia a Miami Corp	EXT	9/27/2025	9-11a	EAF Community Room	Italian Classes for Children
1	Cutler Bay Community Theater	EXT	10/14/2024	7-9p	EAF Community Room	Meeting
2	Cutler Bay Community Theater	EXT	10/28/2024	7-9p	EAF Community Room	Meeting
3	Cutler Bay Community Theater	EXT	11/11/2024	7-9p	EAF Community Room	Meeting
4	Cutler Bay Community Theater	EXT	11/25/2024	7-9p	EAF Community Room	Meeting
5	Cutler Bay Community Theater	EXT	12/2/2024	7-9p	EAF Community Room	Meeting
6	Cutler Bay Community Theater	EXT	12/9/2024	7-9p	EAF Community Room	Meeting
7	Cutler Bay Community Theater	EXT	12/23/2024	7-9p	EAF Community Room	Meeting
8	Cutler Bay Community Theater	EXT	1/13/2025	7-9p	EAF Community Room	Meeting
9	Cutler Bay Community Theater	EXT	1/20/2025	7-9p	EAF Community Room	Meeting
10	Cutler Bay Community Theater	EXT	1/27/2025	7-9p	EAF Community Room	Meeting
11	Cutler Bay Community Theater	EXT	2/3/2025	7-9p	EAF Community Room	Meeting
12	Cutler Bay Community Theater	EXT	2/10/2025	7-9p	EAF Community Room	Meeting
13	Cutler Bay Community Theater	EXT	2/17/2025	7-9p	EAF Community Room	Meeting
14	Cutler Bay Community Theater	EXT	2/24/2025	7-9p	EAF Community Room	Meeting
15	Cutler Bay Community Theater	EXT	3/3/2025	7-9p	EAF Community Room	Meeting
16	Cutler Bay Community Theater	EXT	3/10/2025	7-9p	EAF Community Room	Meeting
17	Cutler Bay Community Theater	EXT	3/17/2025	7-9p	EAF Community Room	Meeting
18	Cutler Bay Community Theater	EXT	3/24/2025	7-9p	EAF Community Room	Meeting
19	Cutler Bay Community Theater	EXT	3/31/2025	7-9p	EAF Community Room	Meeting
20	Cutler Bay Community Theater	EXT	4/7/2025	7-9p	EAF Community Room	Meeting
21	Cutler Bay Community Theater	EXT	4/14/2025	7-9p	EAF Community Room	Meeting
22	Cutler Bay Community Theater	EXT	4/21/2025	7-9p	EAF Community Room	Meeting
23	Cutler Bay Community Theater	EXT	4/28/2025	7-9p	EAF Community Room	Meeting
24	Cutler Bay Community Theater	EXT	5/5/2025	7-9p	EAF Community Room	Meeting
25	Cutler Bay Community Theater	EXT	5/12/2025	7-9p	EAF Community Room	Meeting
26	Cutler Bay Community Theater	EXT	5/19/2025	7-9p	EAF Community Room	Meeting
27	Cutler Bay Community Theater	EXT	5/26/2025	7-9p	EAF Community Room	Meeting
28	Cutler Bay Community Theater	EXT	6/2/2025	7-9p	EAF Community Room	Meeting
29	Cutler Bay Community Theater	EXT	6/9/2025	7-9p	EAF Community Room	Meeting
30	Cutler Bay Community Theater	EXT	6/16/2025	7-9p	EAF Community Room	Meeting
31	Cutler Bay Community Theater	EXT	6/23/2025	7-9p	EAF Community Room	Meeting
32	Cutler Bay Community Theater	EXT	6/30/2025	7-9p	EAF Community Room	Meeting
33	Cutler Bay Community Theater	EXT	7/7/2025	7-9p	EAF Community Room	Meeting
34	Cutler Bay Community Theater	EXT	7/14/2025	7-9p	EAF Community Room	Meeting

35	Cutler Bay Community Theater	EXT	7/21/2025	7-9p	EAF Community Room	Meeting
36	Cutler Bay Community Theater	EXT	7/28/2025	7-9p	EAF Community Room	Meeting
37	Cutler Bay Community Theater	EXT	8/4/2025	7-9p	EAF Community Room	Meeting
38	Cutler Bay Community Theater	EXT	8/11/2025	7-9p	EAF Community Room	Meeting
39	Cutler Bay Community Theater	EXT	8/18/2025	7-9p	EAF Community Room	Meeting
40	Cutler Bay Community Theater	EXT	8/25/2025	7-9p	EAF Community Room	Meeting
41	Cutler Bay Community Theater	EXT	9/1/2025	7-9p	EAF Community Room	Meeting
42	Cutler Bay Community Theater	EXT	9/8/2025	7-9p	EAF Community Room	Meeting
43	Cutler Bay Community Theater	EXT	9/15/2025	7-9p	EAF Community Room	Meeting
44	Cutler Bay Community Theater	EXT	9/22/2025	7-9p	EAF Community Room	Meeting
45	Cutler Bay Community Theater	EXT	9/29/2025	7-9p	EAF Community Room	Meeting
1	Economic Development Council	EXT	9/25/2025	5-7p	Perrine Community House	Annual Stakeholder Meeting
1	FAMU	EXT	8/9/2025	11a-1p	EAF Community Room	Annual Scholarship Award Ce
1	Jack and Jill of America	EXT	11/17/2024	10a-2p	EAF Community Room	Meeting
2	Jack and Jill of America	EXT	4/27/2025	9a-1p	EAF Community Room	Meeting
1	MDC Commission for Women	EXT	2/2/2025	12-4p	EAF Community Room	Board Retreat
1	MDCPS	EXT	5/1/2025	8a-12p	Thalatta Estate	Principal Induction Academy
1	Miami Dade County Public Schools	EXT	12/2/2024	8a-2p	Thalatta Estate	Principal Induction
1	Miggys Gift	EXT	11/17/2024	8a-12p	Coral Reef Park	Melanoma Awareness Walk
1	Musicore Inc	EXT	9/30/2025	4-6p	EAF Community Room	Music Classes
2	Paws 4 You Rescue	EXT	10/19/2024	5-10p	Palmetto Bay Park	HowlOWeen Festival
1	Salvation Army Miami Area	EXT	9/5/2025	10a-2p	EAF Community Room	Retreat Meeting
1	Samantha's Purpose	EXT	1/12/2025	7a-12p	Coral Reef Park	Run-Walk-Stroll 2k for Cerebr
1	South Florida Fellowship of Christia	EXT	4/13/2025	1:30-4p	Perrine Community House	Bon Voyage Lunch
1	Temple Betham	EXT	10/3/2024	4-6p	Coral Reef Park	Teshlich Service
2	Temple Betham	EXT	9/23/2025	4:30-6p	Coral Reef Park	Tashlich Service
1	The Posse Foundation	EXT	8/19/2025	2-7p	Perrine Community House	Recruitment
1	Vineland K-8 Center	EXT	9/24/2025	9a-1p	Coral Reef Pk-Gazebo	8th Grade Picnic
1	Be Strong International	PB	12/20/2024	9a-3p	Perrine Community House	Holiday Party
2	Be Strong International	PB	7/18/2025	9a-3p	Perrine Community House	Company Summer Retreat
1	Christ Fellowship	PB	10/1/2024	10:30a-2p	EAF Community Room	Staff Meeting
2	Christ Fellowship	PB	10/8/2024	10:30a-2p	EAF Community Room	Staff Meeting
3	Christ Fellowship	PB	10/15/2024	10:30a-2p	EAF Community Room	Staff Meeting
4	Christ Fellowship	PB	10/22/2024	10:30a-2p	EAF Community Room	Staff Meeting
5	Christ Fellowship	PB	10/29/2024	10:30a-2p	EAF Community Room	Staff Meeting
6	Christ Fellowship	PB	11/5/2024	10:30a-2p	EAF Community Room	Staff Meeting
7	Christ Fellowship	PB	11/12/2024	10:30a-2p	EAF Community Room	Staff Meeting
8	Christ Fellowship	PB	11/19/2024	10:30a-2p	EAF Community Room	Staff Meeting

9	Christ Fellowship	PB	11/26/2024	10:30a-2p	EAF Community Room	Staff Meeting
10	Christ Fellowship	PB	12/3/2024	10:30a-2p	EAF Community Room	Staff Meeting
11	Christ Fellowship	PB	12/10/2024	10:30a-2p	EAF Community Room	Staff Meeting
12	Christ Fellowship	PB	12/17/2024	10:30a-2p	EAF Community Room	Staff Meeting
13	Christ Fellowship	PB	12/24/2024	10:30a-2p	EAF Community Room	Staff Meeting
14	Christ Fellowship	PB	12/31/2024	10:30a-2p	EAF Community Room	Staff Meeting
15	Christ Fellowship Church	PB	2/6/2025	9a-4:30p	Thalatta Education Room	Annual Planning Meeting
1	Educational Federal Credit Union	PB	1/26/2025	7a-7p	EAF Community Room	Video Shoot
1	Everglades Foundation	PB	7/30/2025	7a-5p	Thalatta Estate	Teacher Professional Develop
2	Everglades Foundation	PB	7/31/2025	7a-5p	Thalatta Estate	Teacher Professional Develop
1	Fisher First Generation Scholarship	PB	5/7/2025	2-6p	Perrine Community House	Scholarship Presentation
1	Girl Scouts Troop 2411	PB	5/31/2025	10a-2p	Coral Reef Park	Bridging Ceremony
1	Hurricane Cheer-Howard Drive	PB	5/18/2025	10a-5p	EAF Community Room	End of Year Banquet
1	Palmetto Bay Academy	PB	5/16/2025	10a-2p	Palmetto Bay Park-Pavilion	School Field Trip
1	Palmetto Bay Branch Library	PB	10/2/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
2	Palmetto Bay Branch Library	PB	10/9/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
3	Palmetto Bay Branch Library	PB	10/16/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
4	Palmetto Bay Branch Library	PB	10/17/2024	6-7p	EAF Community Room	Adult Book Club
5	Palmetto Bay Branch Library	PB	10/19/2024	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
6	Palmetto Bay Branch Library	PB	10/23/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
7	Palmetto Bay Branch Library	PB	10/30/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
8	Palmetto Bay Branch Library	PB	10/31/2024	5-7p	EAF Community Room	Halloween Event
9	Palmetto Bay Branch Library	PB	11/6/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
10	Palmetto Bay Branch Library	PB	11/13/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
11	Palmetto Bay Branch Library	PB	11/21/2024	6-7p	EAF Community Room	Adult Book Club
12	Palmetto Bay Branch Library	PB	11/23/2024	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
13	Palmetto Bay Branch Library	PB	12/3/2024	2-3:30p	EAF Community Room	Wine Glass Painting Program
14	Palmetto Bay Branch Library	PB	12/4/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
15	Palmetto Bay Branch Library	PB	12/7/2024	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
16	Palmetto Bay Branch Library	PB	12/11/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
17	Palmetto Bay Branch Library	PB	12/14/2024	11a-12:30p	EAF Community Room	Grinchmas Celebration
18	Palmetto Bay Branch Library	PB	12/18/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
19	Palmetto Bay Branch Library	PB	12/19/2024	6-7p	EAF Community Room	Adult Book Club
20	Palmetto Bay Branch Library	PB	12/25/2024	4-5:30p	EAF Community Room	Teen Library Advisory Commi
21	Palmetto Bay Branch Library	PB	1/8/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
22	Palmetto Bay Branch Library	PB	1/15/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
23	Palmetto Bay Branch Library	PB	1/16/2025	6-7p	EAF Community Room	Adult Book Club
24	Palmetto Bay Branch Library	PB	1/18/2025	11a-12p	EAF Community Room	Lava Lamp Craft

25	Palmetto Bay Branch Library	PB	1/22/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
26	Palmetto Bay Branch Library	PB	1/25/2025	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
27	Palmetto Bay Branch Library	PB	1/29/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
28	Palmetto Bay Branch Library	PB	2/5/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
29	Palmetto Bay Branch Library	PB	2/12/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
30	Palmetto Bay Branch Library	PB	2/19/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
31	Palmetto Bay Branch Library	PB	2/20/2025	6-7p	EAF Community Room	Adult Book Club
32	Palmetto Bay Branch Library	PB	2/22/2025	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
33	Palmetto Bay Branch Library	PB	2/22/2025	12-2p	EAF Community Room	Command the Room Worksh
34	Palmetto Bay Branch Library	PB	2/26/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
35	Palmetto Bay Branch Library	PB	3/5/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
36	Palmetto Bay Branch Library	PB	3/8/2025	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
37	Palmetto Bay Branch Library	PB	3/12/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
38	Palmetto Bay Branch Library	PB	3/19/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
39	Palmetto Bay Branch Library	PB	3/20/2025	6-7p	EAF Community Room	Adult Book Club
40	Palmetto Bay Branch Library	PB	3/26/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
41	Palmetto Bay Branch Library	PB	4/2/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
42	Palmetto Bay Branch Library	PB	4/5/2025	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
43	Palmetto Bay Branch Library	PB	4/9/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
44	Palmetto Bay Branch Library	PB	4/16/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
45	Palmetto Bay Branch Library	PB	4/17/2025	6-7p	EAF Community Room	Adult Book Club
46	Palmetto Bay Branch Library	PB	4/23/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
47	Palmetto Bay Branch Library	PB	4/30/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
48	Palmetto Bay Branch Library	PB	5/3/2025	11a-12p	Ludovici Park-Amphitheater	Yoga Classes
49	Palmetto Bay Branch Library	PB	5/7/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
50	Palmetto Bay Branch Library	PB	5/14/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
51	Palmetto Bay Branch Library	PB	5/15/2025	6-7p	EAF Community Room	Adult Book Club
52	Palmetto Bay Branch Library	PB	5/21/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
53	Palmetto Bay Branch Library	PB	5/28/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
54	Palmetto Bay Branch Library	PB	6/4/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
55	Palmetto Bay Branch Library	PB	6/10/2025	6-7p	Ludovici Park-Amphitheater	Tai Chi Classes
56	Palmetto Bay Branch Library	PB	6/11/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
57	Palmetto Bay Branch Library	PB	6/18/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
58	Palmetto Bay Branch Library	PB	6/19/2025	6-7p	EAF Community Room	Adult Book Club
59	Palmetto Bay Branch Library	PB	6/25/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
60	Palmetto Bay Branch Library	PB	7/2/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
61	Palmetto Bay Branch Library	PB	7/8/2025	6-7p	Ludovici Park-Amphitheater	Tai Chi Classes
62	Palmetto Bay Branch Library	PB	7/9/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi

63	Palmetto Bay Branch Library	PB	7/16/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
64	Palmetto Bay Branch Library	PB	7/17/2025	6-7p	EAF Community Room	Adult Book Club
65	Palmetto Bay Branch Library	PB	7/23/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
66	Palmetto Bay Branch Library	PB	7/30/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
67	Palmetto Bay Branch Library	PB	8/6/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
68	Palmetto Bay Branch Library	PB	8/12/2025	6-7p	Ludovici Park-Amphitheater	Tai Chi Classes
69	Palmetto Bay Branch Library	PB	8/13/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
70	Palmetto Bay Branch Library	PB	8/16/2025	2-3p	EAF Community Room	Wine Glass Painting Program
71	Palmetto Bay Branch Library	PB	8/20/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
72	Palmetto Bay Branch Library	PB	8/21/2025	6-7p	EAF Community Room	Adult Book Club
73	Palmetto Bay Branch Library	PB	8/27/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
74	Palmetto Bay Branch Library	PB	9/3/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
75	Palmetto Bay Branch Library	PB	9/9/2025	6-7p	Ludovici Park-Amphitheater	Tai Chi Classes
76	Palmetto Bay Branch Library	PB	9/10/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
77	Palmetto Bay Branch Library	PB	9/17/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
78	Palmetto Bay Branch Library	PB	9/18/2025	6-7p	EAF Community Room	Adult Book Club
79	Palmetto Bay Branch Library	PB	9/24/2025	4-5:30p	EAF Community Room	Teen Library Advisory Commi
1	Palmetto Bay Garden Club	PB	10/22/2024	6-9p	EAF Community Room	Meeting
2	Palmetto Bay Garden Club	PB	11/26/2024	6-9p	EAF Community Room	Meeting
3	Palmetto Bay Garden Club	PB	1/27/2025	6-9p	EAF Community Room	Meeting & Lecture
4	Palmetto Bay Garden Club	PB	2/25/2025	6-9p	EAF Community Room	Meeting & Lecture
5	Palmetto Bay Garden Club	PB	3/25/2025	6-9p	EAF Community Room	Meeting & Lecture
6	Palmetto Bay Garden Club	PB	4/22/2025	6-9p	EAF Community Room	Meeting & Lecture
7	Palmetto Bay Garden Club	PB	5/27/2025	6-9p	EAF Community Room	Meeting & Lecture
8	Palmetto Bay Garden Club	PB	9/23/2025	6-9p	EAF Community Room	Meeting & Lecture
1	PBBA Palmetto Bay Business Assc	PB	10/3/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
2	PBBA Palmetto Bay Business Assc	PB	11/7/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
3	PBBA Palmetto Bay Business Assc	PB	12/5/2024	11:30a-1p	EAF Community Room	Business Network Luncheon
4	PBBA Palmetto Bay Business Assc	PB	1/2/2025	10a-1p	EAF Community Room	Business Network Luncheon
5	PBBA Palmetto Bay Business Assc	PB	2/6/2025	10a-1p	EAF Community Room	Business Network Luncheon
6	PBBA Palmetto Bay Business Assc	PB	3/6/2025	10a-1p	EAF Community Room	Business Network Luncheon
7	PBBA Palmetto Bay Business Assc	PB	4/3/2025	10a-1p	EAF Community Room	Business Network Luncheon
8	PBBA Palmetto Bay Business Assc	PB	5/1/2025	10a-1p	EAF Community Room	Business Network Luncheon
9	PBBA Palmetto Bay Business Assc	PB	6/5/2025	10a-1p	EAF Community Room	Business Network Luncheon
10	PBBA Palmetto Bay Business Assc	PB	7/3/2025	10a-1p	EAF Community Room	Business Network Luncheon
11	PBBA Palmetto Bay Business Assc	PB	8/7/2025	10a-1p	EAF Community Room	Business Network Luncheon
12	PBBA Palmetto Bay Business Assc	PB	9/4/2025	10a-1p	EAF Community Room	Business Network Luncheon
1	Perrine Seventh Day Adventist Chu	PB	5/18/2025	6:30-10p	Perrine Community House	Dinner

1	Rotary Club	PB	10/8/2024	11:45a-1:15p	EAF Community Room	Club Meeting
2	Rotary Club	PB	10/15/2024	11:45a-1:15p	EAF Community Room	Club Meeting
3	Rotary Club	PB	11/12/2024	11:45a-1:15p	EAF Community Room	Club Meeting
4	Rotary Club	PB	11/19/2024	11:45a-1:15p	EAF Community Room	Club Meeting
5	Rotary Club	PB	12/10/2024	11:45a-1:15p	EAF Community Room	Club Meeting
6	Rotary Club	PB	12/17/2024	11:45a-1:15p	EAF Community Room	Club Meeting
1	The Rising Start Foundation	PB	6/20/2025	9-11a	Palmetto Bay Park-Pavilion	Meeting
2	The Rising Start Foundation	PB	7/3/2025	9-11a	Palmetto Bay Park-Pavilion	Meeting
1	Turtle Team	PB	4/6/2025	1-4p	EAF Community Room	Annual Meeting of Youth Boa

TOTAL

Total Value	Date of Request
485.00	3/18/2025
268.00	12/12/2024
268.00	12/12/2024
268.00	12/12/2024
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145.13	7/17/2025
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268.00	1/22/2024
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268.00	12/18/2024
218.00	9/4/2025
268.00	7/18/2025
502.00	10/15/2024
502.00	3/7/2025
536.00	1/14/2025
652.00	2/21/2025
723.00	11/12/2024
185.00	4/16/2024
91.30	9/8/2025
830.00	4/16/2024
502.00	8/12/2025
185.00	4/16/2024
326.50	4/4/2025
185.00	4/16/2024
185.00	4/23/2025
460.00	7/1/2025
185.00	9/3/2025
719.00	10/15/2024
736.00	5/22/2025
356.00	9/5/2024
356.00	9/5/2024
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	356.00	9/5/2024
	277.50	2/3/2025
	738.00	1/23/2025
	740.00	7/18/2025
›ment		7/18/2025
	385.00	3/7/2025
	185.00	5/5/2025
	836.00	4/2/2025
	185.00	3/7/2025
	176.00	3/27/2024
	176.00	3/27/2024
	176.00	3/27/2024
	151.00	3/27/2024
	604.00	9/24/2024
	176.00	3/27/2024
	176.00	3/27/2024
	218.00	7/22/2024
	176.00	3/27/2024
	176.00	3/27/2024
	151.00	3/27/2024
		9/24/2024
	209.50	9/4/2024
	176.00	3/27/2024
		9/24/2024
	176.00	3/27/2024
	268.00	11/18/2024
	176.00	3/27/2024
	151.00	3/27/2024
	176.00	3/27/2024
	176.00	12/18/2024
	176.00	12/18/2024
	151.00	2/11/2025
	135.00	12/18/2024

176.00	12/18/2024
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151.00	2/11/2025
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268.00	2/11/2025
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151.00	2/11/2025
176.00	12/18/2024
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230.00	12/17/2024
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230.00	12/17/2024
172.00	1/24/2024
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172.00	12/18/2024
172.00	12/18/2024
443.50	5/7/2025

81.75	12/16/2023
81.75	12/16/2023
81.75	12/16/2023
81.75	12/16/2023
81.75	12/16/2023
81.75	12/16/2023
185.00	6/4/2025
185.00	6/4/2025
385.00	3/18/2025

54,954.63

EXTE 140
PALM 137
TOTA 277

PARKS & RECREATION DEPARTMENT
FEE WAIVER LOG
FISCAL YEAR 25-26

Page	Group Name	TYPE	Date	Time	Park/Request	Description/Purpose	Total Value
1	Adult Gifted League	EXT	1/24/2026	7-10p	EAF Community Room	Awards Ceremony	300.00
2	Cantamar Homeowners Association	EXT	11/11/2025	7-10p	EAF Community Room	Annual Budget Meeting	385.00
3	CIAM Casa Italia a Miami Corp	EXT	10/4/2025	9-11a	EAF Community Room	Italian Classes for Children	145.13
4	CIAM Casa Italia a Miami Corp	EXT	10/11/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
5	CIAM Casa Italia a Miami Corp	EXT	10/18/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
6	CIAM Casa Italia a Miami Corp	EXT	10/25/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
7	CIAM Casa Italia a Miami Corp	EXT	11/1/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
8	CIAM Casa Italia a Miami Corp	EXT	11/8/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
9	CIAM Casa Italia a Miami Corp	EXT	11/15/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
10	CIAM Casa Italia a Miami Corp	EXT	11/22/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
11	CIAM Casa Italia a Miami Corp	EXT	11/29/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
12	CIAM Casa Italia a Miami Corp	EXT	12/6/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
13	CIAM Casa Italia a Miami Corp	EXT	12/13/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
14	CIAM Casa Italia a Miami Corp	EXT	12/20/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
15	CIAM Casa Italia a Miami Corp	EXT	12/27/2025	9-11a	EAF Community Room	Italian Classes for Children	145.17
16	CIAM Casa Italia a Miami Corp	EXT	1/3/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
17	CIAM Casa Italia a Miami Corp	EXT	1/10/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
18	CIAM Casa Italia a Miami Corp	EXT	1/17/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
19	CIAM Casa Italia a Miami Corp	EXT	1/24/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
20	CIAM Casa Italia a Miami Corp	EXT	1/31/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
21	CIAM Casa Italia a Miami Corp	EXT	2/7/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
22	CIAM Casa Italia a Miami Corp	EXT	2/14/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
23	CIAM Casa Italia a Miami Corp	EXT	2/21/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
24	CIAM Casa Italia a Miami Corp	EXT	2/28/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
25	CIAM Casa Italia a Miami Corp	EXT	3/7/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
26	CIAM Casa Italia a Miami Corp	EXT	3/14/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
27	CIAM Casa Italia a Miami Corp	EXT	3/21/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
28	CIAM Casa Italia a Miami Corp	EXT	3/28/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
29	CIAM Casa Italia a Miami Corp	EXT	4/4/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
30	CIAM Casa Italia a Miami Corp	EXT	4/11/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
31	CIAM Casa Italia a Miami Corp	EXT	4/18/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
32	CIAM Casa Italia a Miami Corp	EXT	4/25/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00

33	CIAM Casa Italia a Miami Corp	EXT	5/2/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
34	CIAM Casa Italia a Miami Corp	EXT	5/9/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
35	CIAM Casa Italia a Miami Corp	EXT	5/16/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
36	CIAM Casa Italia a Miami Corp	EXT	5/23/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
37	CIAM Casa Italia a Miami Corp	EXT	5/30/2026	9-11a	EAF Community Room	Italian Classes for Children	268.00
38	Cutler Bay Community Theater	EXT	10/6/2025	7-9p	EAF Community Room	Meeting	268.00
39	Cutler Bay Community Theater	EXT	10/13/2025	7-9p	EAF Community Room	Meeting	268.00
40	Cutler Bay Community Theater	EXT	10/17/2025	7-9p	EAF Community Room	Meeting	268.00
41	Cutler Bay Community Theater	EXT	10/20/2025	7-9p	EAF Community Room	Meeting	268.00
42	Cutler Bay Community Theater	EXT	10/27/2025	7-9p	EAF Community Room	Meeting	268.00
43	Cutler Bay Community Theater	EXT	11/3/2025	7-9p	EAF Community Room	Meeting	268.00
44	Cutler Bay Community Theater	EXT	11/10/2025	7-9p	EAF Community Room	Meeting	268.00
45	Cutler Bay Community Theater	EXT	11/24/2025	7-9p	EAF Community Room	Meeting	268.00
46	Cutler Bay Community Theater	EXT	12/1/2025	7-9p	EAF Community Room	Meeting	268.00
47	Cutler Bay Community Theater	EXT	12/8/2025	7-9p	EAF Community Room	Meeting	268.00
48	Cutler Bay Community Theater	EXT	12/15/2025	7-9p	EAF Community Room	Meeting	268.00
49	Cutler Bay Community Theater	EXT	12/22/2025	7-9p	EAF Community Room	Meeting	268.00
50	Cutler Bay Community Theater	EXT	12/29/2025	7-9p	EAF Community Room	Meeting	268.00
51	Cutler Bay Community Theater	EXT	1/12/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
52	Cutler Bay Community Theater	EXT	1/19/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
53	Cutler Bay Community Theater	EXT	1/26/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
54	Cutler Bay Community Theater	EXT	2/2/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
55	Cutler Bay Community Theater	EXT	2/9/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
56	Cutler Bay Community Theater	EXT	2/16/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
57	Cutler Bay Community Theater	EXT	2/23/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
58	Cutler Bay Community Theater	EXT	3/2/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
59	Cutler Bay Community Theater	EXT	3/9/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
60	Cutler Bay Community Theater	EXT	3/16/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
61	Cutler Bay Community Theater	EXT	3/23/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
62	Cutler Bay Community Theater	EXT	3/30/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
63	Cutler Bay Community Theater	EXT	4/6/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
64	Cutler Bay Community Theater	EXT	4/13/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
65	Cutler Bay Community Theater	EXT	4/20/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
66	Cutler Bay Community Theater	EXT	4/27/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
67	Cutler Bay Community Theater	EXT	5/4/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
68	Cutler Bay Community Theater	EXT	5/11/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
69	Cutler Bay Community Theater	EXT	5/18/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
70	Cutler Bay Community Theater	EXT	5/25/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
71	Cutler Bay Community Theater	EXT	6/1/2026	7-9p	EAF Community Room	Community Improv Classes	268.00

72	Cutler Bay Community Theater	EXT	6/8/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
73	Cutler Bay Community Theater	EXT	6/15/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
74	Cutler Bay Community Theater	EXT	6/22/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
75	Cutler Bay Community Theater	EXT	6/29/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
76	Cutler Bay Community Theater	EXT	7/6/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
77	Cutler Bay Community Theater	EXT	7/13/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
78	Cutler Bay Community Theater	EXT	7/20/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
79	Cutler Bay Community Theater	EXT	7/27/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
80	Cutler Bay Community Theater	EXT	8/3/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
81	Cutler Bay Community Theater	EXT	8/10/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
82	Cutler Bay Community Theater	EXT	8/17/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
83	Cutler Bay Community Theater	EXT	8/24/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
84	Cutler Bay Community Theater	EXT	8/31/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
85	Cutler Bay Community Theater	EXT	9/7/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
86	Cutler Bay Community Theater	EXT	9/14/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
87	Cutler Bay Community Theater	EXT	9/21/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
88	Cutler Bay Community Theater	EXT	9/28/2026	7-9p	EAF Community Room	Community Improv Classes	268.00
89	Family Tree of Life Center	EXT	1/29/2026	6:30-8p	EAF Community Room	Human Trafficking Presentatio	150.00
90	Friends of 941 Inc	EXT	12/21/2025	4-7p	Perrine Community Hous	Eagle Scout Ceremony	385.00
91	Make A Way Ministries	EXT	12/14/2025	12-4p	Palmetto Bay Park	Date with 305 Santa	300.00
92	MDCPS	EXT	5/7/2026	8a-1:30p	Thalatta Estate	Principal Induction Ceremony	650.00
93	Musicore Inc	EXT	10/2/2025	4-6p	EAF Community Room	Music Classes	91.30
94	Musicore Inc	EXT	10/7/2025	4-6p	EAF Community Room	Music Classes	91.30
95	Musicore Inc	EXT	10/9/2025	4-6p	EAF Community Room	Music Classes	91.30
96	Musicore Inc	EXT	10/14/2025	4-6p	EAF Community Room	Music Classes	91.30
97	Musicore Inc	EXT	10/16/2025	4-6p	EAF Community Room	Music Classes	91.30
98	Musicore Inc	EXT	10/21/2025	4-6p	EAF Community Room	Music Classes	91.30
99	Musicore Inc	EXT	10/23/2025	4-6p	EAF Community Room	Music Classes	91.30
100	Musicore Inc	EXT	10/28/2025	4-6p	EAF Community Room	Music Classes	91.30
101	Musicore Inc	EXT	10/30/2025	4-6p	EAF Community Room	Music Classes	91.30
102	Musicore Inc	EXT	11/4/2025	4-6p	EAF Community Room	Music Classes	91.30
103	Musicore Inc	EXT	11/6/2025	4-6p	EAF Community Room	Music Classes	91.30
104	Musicore Inc	EXT	11/11/2025	4-6p	EAF Community Room	Music Classes	91.30
105	Musicore Inc	EXT	11/13/2025	4-6p	EAF Community Room	Music Classes	91.30
106	Musicore Inc	EXT	11/18/2025	4-6p	EAF Community Room	Music Classes	91.30
107	Musicore Inc	EXT	11/20/2025	4-6p	EAF Community Room	Music Classes	91.30
108	Musicore Inc	EXT	11/25/2025	4-6p	EAF Community Room	Music Classes	91.30
109	Musicore Inc	EXT	11/27/2025	4-6p	EAF Community Room	Music Classes	91.30
110	Musicore Inc	EXT	12/2/2025	4-6p	EAF Community Room	Music Classes	91.30

111	Musicore Inc	EXT	12/4/2025	4-6p	EAF Community Room	Music Classes	91.30
112	Musicore Inc	EXT	12/9/2025	4-6p	EAF Community Room	Music Classes	91.30
113	Musicore Inc	EXT	12/11/2025	4-6p	EAF Community Room	Music Classes	91.30
114	Musicore Inc	EXT	12/16/2025	4-6p	EAF Community Room	Music Classes	91.40
115	Musicore Inc	EXT	1/13/2026	4-6p	EAF Community Room	Music Classes	268.00
116	Musicore Inc	EXT	1/20/2026	4-6p	EAF Community Room	Music Classes	268.00
117	Musicore Inc	EXT	2/3/2026	4-6p	EAF Community Room	Music Classes	268.00
118	Musicore Inc	EXT	2/10/2026	4-6p	EAF Community Room	Music Classes	268.00
119	Musicore Inc	EXT	2/17/2026	4-6p	EAF Community Room	Music Classes	268.00
120	Musicore Inc	EXT	3/3/2026	4-6p	EAF Community Room	Music Classes	268.00
121	Musicore Inc	EXT	3/10/2026	4-6p	EAF Community Room	Music Classes	268.00
122	Musicore Inc	EXT	3/17/2026	4-6p	EAF Community Room	Music Classes	268.00
123	Musicore Inc	EXT	4/7/2026	4-6p	EAF Community Room	Music Classes	268.00
124	Musicore Inc	EXT	4/14/2026	4-6p	EAF Community Room	Music Classes	268.00
125	Musicore Inc	EXT	4/21/2026	4-6p	EAF Community Room	Music Classes	268.00
126	Musicore Inc	EXT	5/5/2026	4-6p	EAF Community Room	Music Classes	268.00
127	Musicore Inc	EXT	5/12/2026	4-6p	EAF Community Room	Music Classes	268.00
128	Musicore Inc	EXT	5/19/2026	4-6p	EAF Community Room	Music Classes	268.00
129	Musicore Inc	EXT	6/2/2026	4-6p	EAF Community Room	Music Classes	268.00
130	Musicore Inc	EXT	6/9/2026	4-6p	EAF Community Room	Music Classes	268.00
131	Musicore Inc	EXT	6/16/2026	4-6p	EAF Community Room	Music Classes	268.00
132	Musicore Inc	EXT	7/7/2026	4-6p	EAF Community Room	Music Classes	268.00
133	Musicore Inc	EXT	7/14/2026	4-6p	EAF Community Room	Music Classes	268.00
134	Musicore Inc	EXT	7/21/2026	4-6p	EAF Community Room	Music Classes	268.00
135	Musicore Inc	EXT	8/4/2026	4-6p	EAF Community Room	Music Classes	268.00
136	Musicore Inc	EXT	8/11/2026	4-6p	EAF Community Room	Music Classes	268.00
137	Musicore Inc	EXT	8/18/2026	4-6p	EAF Community Room	Music Classes	268.00
138	Musicore Inc	EXT	9/1/2026	4-6p	EAF Community Room	Music Classes	268.00
139	Musicore Inc	EXT	9/8/2026	4-6p	EAF Community Room	Music Classes	268.00
140	Musicore Inc	EXT	9/15/2026	4-6p	EAF Community Room	Music Classes	268.00
1	Chabad of Palmetto Bay	PB	1/6/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
2	Chabad of Palmetto Bay	PB	1/13/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
3	Chabad of Palmetto Bay	PB	1/20/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
4	Chabad of Palmetto Bay	PB	1/27/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
5	Chabad of Palmetto Bay	PB	2/3/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
6	Chabad of Palmetto Bay	PB	2/10/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
7	Chabad of Palmetto Bay	PB	2/15/2026	7-10p	Thalatta Estate	Jewish Music Event	850.00
8	Chabad of Palmetto Bay	PB	2/17/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
9	Chabad of Palmetto Bay	PB	2/24/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00

10	Chabad of Palmetto Bay	PB	2/26/2026	7-9p	Thalatta Estate	Spanish Torah Class	201.00
11	Chabad of Palmetto Bay	PB	2/26/2026	7-9p	Thalatta Estate	Spanish Torah Class	201.00
12	Chabad of Palmetto Bay	PB	3/3/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
13	Chabad of Palmetto Bay	PB	3/10/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
14	Chabad of Palmetto Bay	PB	3/17/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
15	Chabad of Palmetto Bay	PB	3/19/2026	7-9p	Thalatta Estate	Spanish Torah Class	201.00
16	Chabad of Palmetto Bay	PB	3/19/2026	7-9p	Thalatta Estate	Spanish Torah Class	201.00
17	Chabad of Palmetto Bay	PB	3/24/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
18	Chabad of Palmetto Bay	PB	3/31/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
19	Chabad of Palmetto Bay	PB	4/7/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
20	Chabad of Palmetto Bay	PB	4/14/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
21	Chabad of Palmetto Bay	PB	4/28/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
22	Chabad of Palmetto Bay	PB	5/5/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
23	Chabad of Palmetto Bay	PB	5/12/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
24	Chabad of Palmetto Bay	PB	5/19/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
25	Chabad of Palmetto Bay	PB	5/26/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
26	Chabad of Palmetto Bay	PB	6/2/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
27	Chabad of Palmetto Bay	PB	6/9/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
28	Chabad of Palmetto Bay	PB	6/16/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
29	Chabad of Palmetto Bay	PB	6/23/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
30	Chabad of Palmetto Bay	PB	6/30/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
31	Chabad of Palmetto Bay	PB	7/7/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
32	Chabad of Palmetto Bay	PB	7/14/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
33	Chabad of Palmetto Bay	PB	7/21/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
34	Chabad of Palmetto Bay	PB	7/21/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
35	Chabad of Palmetto Bay	PB	7/28/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
36	Chabad of Palmetto Bay	PB	8/4/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
37	Chabad of Palmetto Bay	PB	8/11/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
38	Chabad of Palmetto Bay	PB	8/18/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
39	Chabad of Palmetto Bay	PB	8/25/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
40	Chabad of Palmetto Bay	PB	9/1/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
41	Chabad of Palmetto Bay	PB	9/8/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
42	Chabad of Palmetto Bay	PB	9/15/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
43	Chabad of Palmetto Bay	PB	9/22/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
44	Chabad of Palmetto Bay	PB	9/29/2026	10-11a	Thalatta Estate-Main	Women's Educational	184.00
45	Coral Reef Elementary 1st Grade Cl	PB	3/18/2026	9a-12p	Coral Reef Park-Field Re	Field Trip	135.00
46	CRE PTA Auction Donation	PB	1/31/2026	1-5p	n/a	Annual Fun Fair	250.00
47	Deering Estate Foundation	PB	12/12/2025	n/a	CRP Gazebo	Silent Auction	185.00
1	Palmetto Bay Branch Library	PB	10/1/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00

2	Palmetto Bay Branch Library	PB	10/8/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
3	Palmetto Bay Branch Library	PB	10/10/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
4	Palmetto Bay Branch Library	PB	10/11/2025	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	268.00
5	Palmetto Bay Branch Library	PB	10/15/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
6	Palmetto Bay Branch Library	PB	10/16/2025	6-7p	EAF Community Room	Adult Book Club	151.00
7	Palmetto Bay Branch Library	PB	10/17/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
8	Palmetto Bay Branch Library	PB	10/22/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
9	Palmetto Bay Branch Library	PB	10/29/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
10	Palmetto Bay Branch Library	PB	11/5/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
11	Palmetto Bay Branch Library	PB	11/12/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
12	Palmetto Bay Branch Library	PB	11/19/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
13	Palmetto Bay Branch Library	PB	11/20/2025	6-7p	EAF Community Room	Adult Book Club	151.00
14	Palmetto Bay Branch Library	PB	11/26/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
15	Palmetto Bay Branch Library	PB	12/3/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
16	Palmetto Bay Branch Library	PB	12/6/2025	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	
17	Palmetto Bay Branch Library	PB	12/18/2025	6-7p	EAF Community Room	Adult Book Club	151.00
18	Palmetto Bay Branch Library	PB	12/20/2025	10a-12:30p	EAF Community Room	Children's Holiday Program	209.05
19	Palmetto Bay Branch Library	PB	12/24/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
20	Palmetto Bay Branch Library	PB	12/31/2025	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
21	Palmetto Bay Branch Library	PB	1/7/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
22	Palmetto Bay Branch Library	PB	1/8/2026	5-6p	EAF Community Room	Color Your Cares Away	151.00
23	Palmetto Bay Branch Library	PB	1/10/2026	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	151.00
24	Palmetto Bay Branch Library	PB	1/14/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
25	Palmetto Bay Branch Library	PB	1/15/2026	3-4p	EAF Community Room	Adult Book Club	151.00
26	Palmetto Bay Branch Library	PB	1/21/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
27	Palmetto Bay Branch Library	PB	1/22/2026	5-6p	EAF Community Room	Color Your Cares Away	151.00
28	Palmetto Bay Branch Library	PB	1/28/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
29	Palmetto Bay Branch Library	PB	2/4/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
30	Palmetto Bay Branch Library	PB	2/11/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
31	Palmetto Bay Branch Library	PB	2/12/2026	5-6p	EAF Community Room	Color Your Cares Away	151.00
32	Palmetto Bay Branch Library	PB	2/18/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
33	Palmetto Bay Branch Library	PB	2/19/2026	3-4p	EAF Community Room	Adult Book Club	151.00
34	Palmetto Bay Branch Library	PB	2/21/2026	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	151.00
35	Palmetto Bay Branch Library	PB	2/25/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
36	Palmetto Bay Branch Library	PB	2/26/2026	5-6p	EAF Community Room	Color Your Cares Away	151.00
37	Palmetto Bay Branch Library	PB	3/4/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
38	Palmetto Bay Branch Library	PB	3/7/2026	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	151.00
39	Palmetto Bay Branch Library	PB	3/11/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
40	Palmetto Bay Branch Library	PB	3/12/2026	5-6p	EAF Community Room	Color Your Cares Away	151.00

41	Palmetto Bay Branch Library	PB	3/18/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
42	Palmetto Bay Branch Library	PB	3/19/2026	3-4p	EAF Community Room	Adult Book Club	151.00
43	Palmetto Bay Branch Library	PB	3/25/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
44	Palmetto Bay Branch Library	PB	3/26/2026	5-6p	EAF Community Room	Color Your Cares Away	151.00
45	Palmetto Bay Branch Library	PB	4/1/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
46	Palmetto Bay Branch Library	PB	4/8/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
47	Palmetto Bay Branch Library	PB	4/15/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
48	Palmetto Bay Branch Library	PB	4/16/2026	3-4p	EAF Community Room	Adult Book Club	151.00
49	Palmetto Bay Branch Library	PB	4/18/2026	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	151.00
50	Palmetto Bay Branch Library	PB	4/22/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
51	Palmetto Bay Branch Library	PB	4/29/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
52	Palmetto Bay Branch Library	PB	5/6/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
53	Palmetto Bay Branch Library	PB	5/13/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
54	Palmetto Bay Branch Library	PB	5/16/2026	10:30a-12:30p	Ludovici Park-Amphithea	Yoga Classes	151.00
55	Palmetto Bay Branch Library	PB	5/20/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
56	Palmetto Bay Branch Library	PB	5/21/2026	3-4p	EAF Community Room	Adult Book Club	151.00
57	Palmetto Bay Branch Library	PB	5/27/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
58	Palmetto Bay Branch Library	PB	6/3/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
59	Palmetto Bay Branch Library	PB	6/10/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
60	Palmetto Bay Branch Library	PB	6/17/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
61	Palmetto Bay Branch Library	PB	6/18/2026	3-4p	EAF Community Room	Adult Book Club	151.00
62	Palmetto Bay Branch Library	PB	6/24/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
63	Palmetto Bay Branch Library	PB	7/1/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
64	Palmetto Bay Branch Library	PB	7/8/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
65	Palmetto Bay Branch Library	PB	7/15/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
66	Palmetto Bay Branch Library	PB	7/16/2026	3-4p	EAF Community Room	Adult Book Club	151.00
67	Palmetto Bay Branch Library	PB	7/22/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
68	Palmetto Bay Branch Library	PB	7/29/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
69	Palmetto Bay Branch Library	PB	8/5/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
70	Palmetto Bay Branch Library	PB	8/12/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
71	Palmetto Bay Branch Library	PB	8/19/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
72	Palmetto Bay Branch Library	PB	8/20/2026	3-4p	EAF Community Room	Adult Book Club	151.00
73	Palmetto Bay Branch Library	PB	8/26/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
74	Palmetto Bay Branch Library	PB	9/2/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
75	Palmetto Bay Branch Library	PB	9/9/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
76	Palmetto Bay Branch Library	PB	9/16/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
77	Palmetto Bay Branch Library	PB	9/17/2026	3-4p	EAF Community Room	Adult Book Club	151.00
78	Palmetto Bay Branch Library	PB	9/23/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00
79	Palmetto Bay Branch Library	PB	9/30/2026	4-5:30p	EAF Community Room	Teen Library Advisory Committ	176.00

80	Palmetto Bay Garden Club	PB	10/28/2025	6-9p	EAF Community Room	Meeting & Lecture	230.00
81	Palmetto Bay Garden Club	PB	11/25/2025	6-9p	EAF Community Room	Meeting & Lecture	230.00
82	Palmetto Bay Garden Club	PB	1/27/2026	6-9p	EAF Community Room	Meeting	230.00
83	Palmetto Bay Garden Club	PB	2/24/2026	6-9p	EAF Community Room	Meeting	230.00
84	Palmetto Bay Garden Club	PB	3/24/2026	6-9p	EAF Community Room	Meeting	230.00
85	Palmetto Bay Garden Club	PB	4/28/2026	6-9p	EAF Community Room	Meeting	230.00
86	Palmetto Bay Garden Club	PB	5/26/2026	6-9p	EAF Community Room	Meeting	230.00
87	Palmetto Bay Garden Club	PB	9/22/2026	6-9p	EAF Community Room	Meeting	230.00
88	PBBA Palmetto Bay Business Asso	PB	10/2/2025	10a-1p	EAF Community Room	Business Network Luncheon	172.00
89	PBBA Palmetto Bay Business Asso	PB	11/6/2025	10a-1p	EAF Community Room	Business Network Luncheon	172.00
90	PBBA Palmetto Bay Business Asso	PB	12/4/2025	10a-1p	EAF Community Room	Business Network Luncheon	172.00
							57,631.92

FY	TOTAL	
26-27	11,841.00	
25-26	57,631.92	
24-25	54,954.63	
23-24	67,792.57	
TOTAL	**192,220.12**	BALANCED

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Page Count	Group Name	TYPE	Date	Time
	Cutler Bay Community Theater	EXT	10/5/2026	7-9p
	Chabad of Palmetto Bay	PB	10/6/2026	10-11a
	Musicore Inc	EXT	10/6/2026	4-6p
	Palmetto Bay Branch Library	PB	10/7/2026	4-5:30p
	Cutler Bay Community Theater	EXT	10/12/2026	7-9p
	Chabad of Palmetto Bay	PB	10/13/2026	10-11a
	Musicore Inc	EXT	10/13/2026	4-6p
	Palmetto Bay Branch Library	PB	10/14/2026	4-5:30p
	Palmetto Bay Branch Library	PB	10/15/2026	3-4p
	Cutler Bay Community Theater	EXT	10/19/2026	7-9p
	Chabad of Palmetto Bay	PB	10/20/2026	10-11a
	Musicore Inc	EXT	10/20/2026	4-6p
	Palmetto Bay Branch Library	PB	10/21/2026	4-5:30p
	Cutler Bay Community Theater	EXT	10/26/2026	7-9p
	Palmetto Bay Garden Club	PB	10/27/2026	6-9p
	Chabad of Palmetto Bay	PB	10/27/2026	10-11a
	Palmetto Bay Branch Library	PB	10/28/2026	4-5:30p
	Cutler Bay Community Theater	EXT	11/2/2026	7-9p
	Chabad of Palmetto Bay	PB	11/3/2026	10-11a
	Musicore Inc	EXT	11/3/2026	4-6p
	Palmetto Bay Branch Library	PB	11/4/2026	4-5:30p
	Cutler Bay Community Theater	EXT	11/9/2026	7-9p
	Chabad of Palmetto Bay	PB	11/10/2026	10-11a
	Musicore Inc	EXT	11/10/2026	4-6p
	Palmetto Bay Branch Library	PB	11/11/2026	4-5:30p
	Cutler Bay Community Theater	EXT	11/16/2026	7-9p
	Chabad of Palmetto Bay	PB	11/17/2026	10-11a
	Musicore Inc	EXT	11/17/2026	4-6p
	Palmetto Bay Branch Library	PB	11/18/2026	4-5:30p
	Palmetto Bay Branch Library	PB	11/19/2026	3-4p
	Palmetto Bay Branch Library	PB	11/20/2026	4-5:30p
	Cutler Bay Community Theater	EXT	11/23/2026	7-9p
	Palmetto Bay Garden Club	PB	11/24/2026	6-9p
	Chabad of Palmetto Bay	PB	11/24/2026	10-11a
	Palmetto Bay Branch Library	PB	11/25/2026	4-5:30p
	Palmetto Bay Branch Library	PB	11/27/2026	4-5:30p
	Cutler Bay Community Theater	EXT	11/30/2026	7-9p
	Chabad of Palmetto Bay	PB	12/1/2026	10-11a
	Musicore Inc	EXT	12/1/2026	4-6p
	Palmetto Bay Branch Library	PB	12/2/2026	4-5:30p
	Cutler Bay Community Theater	EXT	12/7/2026	7-9p
	Chabad of Palmetto Bay	PB	12/8/2026	10-11a
	Musicore Inc	EXT	12/8/2026	4-6p

Palmetto Bay Branch Library	PB	12/9/2026	4-5:30p
Cutler Bay Community Theater	EXT	12/14/2026	7-9p
Chabad of Palmetto Bay	PB	12/15/2026	10-11a
Musicore Inc	EXT	12/15/2026	4-6p
Palmetto Bay Branch Library	PB	12/16/2026	4-5:30p
Palmetto Bay Branch Library	PB	12/17/2026	3-4p
Cutler Bay Community Theater	EXT	12/21/2026	7-9p
Chabad of Palmetto Bay	PB	12/22/2026	10-11a
Palmetto Bay Branch Library	PB	12/23/2026	4-5:30p
Cutler Bay Community Theater	EXT	12/28/2026	7-9p
Chabad of Palmetto Bay	PB	12/29/2026	10-11a
Palmetto Bay Branch Library	PB	12/30/2026	4-5:30p

RECREATION DEPARTMENT
FEE WAIVER LOG
ISCAL YEAR 26-27

Park/Request	Description/Purpose	Total Value	Date of Request
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Adult Book Club	151.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
EAF Community Room	Meeting	230.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Adult Book Club	151.00	12/11/2025
EAF Community Room	Teen Library Advisory Committe	176.00	3/27/2024
EAF Community Room	Community Improv Classes	268.00	12/11/2025
EAF Community Room	Meeting	230.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Teen Library Advisory Committe	176.00	3/27/2024
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026

EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Music Classes	268.00	1/8/2026
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Adult Book Club	151.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
EAF Community Room	Community Improv Classes	268.00	12/11/2025
Thalatta Estate-Main	Women's Educational	184.00	12/23/2025
EAF Community Room	Teen Library Advisory Committe	176.00	12/11/2025
		11,841.00	

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Public Safety District_VMMM

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, section 189.02, Florida Statutes, authorizes a municipality to create a dependent special district within its boundaries by ordinance; and

WHEREAS, the Village of Palmetto Bay, Florida (the "Village") provides law enforcement services through an interlocal agreement with Miami-Dade County, Florida (the "County"), delivered by the Miami-Dade Sheriff's Office (the "Sheriff's Office"), and public safety is an essential municipal service; and

WHEREAS, the dedicated funding of public safety and first-responder services through special districts is an established model in Florida, exemplified within the County by the Miami-Dade Fire and Rescue Service District, a dependent special district funded by a dedicated, separately stated millage; and

WHEREAS, a dependent public safety district provides residents with transparency and a dedicated source of funding for an essential service, while section 200.001(8)(d), Florida Statutes, ensures that the millage of the district, when added to the millage of the Village, does not exceed the millage cap applicable to the Village; and

WHEREAS, the Sheriff's Office has confirmed that the Village may pursue an independent process to create its own public safety special district; and

WHEREAS, the Village Council of the Village (the "Village Council") finds that creation of the district is the best alternative for these purposes,

is consistent with the Village's Comprehensive Plan, and serves a valid public purpose.

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

Section 1. Chapter 26, "Taxation," Article I, "In General," of the Code of Ordinances of the Village of Palmetto Bay, Florida, is hereby amended by the creation of a new section 26-1, to read as follows:

Sec. 26-1. – Palmetto Bay Public Safety District.

(a) *Creation and status.* There is hereby created a dependent special district known as the "Palmetto Bay Public Safety District" (the "district"), pursuant to section 189.02, Florida Statutes. This section shall constitute the charter of the district for purposes of section 189.02, Florida Statutes.

(b) *Purpose and powers.* The purpose of the district is to fund and support law enforcement and public safety services within the Village, including services provided under the Village interlocal agreement for police services. The district may:
  (1) levy ad valorem taxes as provided in subsection (e);
  (2) adopt and administer an annual budget;
  (3) receive, hold, and expend funds and enter into contracts for its purposes;
  (4) cooperate with the Village, Miami-Dade County, and the Miami-Dade Sheriff's Office in providing public safety services; and
  (5) exercise the powers necessary to carry out this section, exercising no power inconsistent with this section or law.

(c) *Boundaries.* The boundaries of the district are coextensive with the corporate boundaries of the Village of Palmetto Bay, as they now exist or are hereafter lawfully altered.

(d) *Governing body.* The governing body of the district is the Village Council. The Mayor and the members of the Village Council serve as the governing body of the district ex officio, with terms coterminous with their respective Village offices and without additional compensation. The Council, acting as the governing body of the district, shall conduct the business of the district subject to the same rules that govern the Council. The Village Manager, Village Clerk, Village Attorney, and Village Finance Department shall serve the district in their corresponding Village capacities.

(e) *Financing; millage; limitation.* The district may levy an ad valorem tax upon all taxable real and tangible personal property within the district as municipal dependent special district millage under sections 200.001(2)(d) and 200.001(5), Florida Statutes. Pursuant to section 200.001(8)(d), Florida Statutes, the millage of the district, when added to the millage of the Village, shall not exceed the maximum millage applicable to the Village under section 9(b), article VII of the Florida Constitution and section 200.081, Florida Statutes. The Village Council shall fix the millage of the district annually under section 200.065, Florida Statutes. The millage of the district shall be stated separately, as municipal dependent special district millage, on the notice of proposed property taxes and on the ad valorem tax bill. The district may also be funded by Village appropriations, intergovernmental revenues, grants, and contractual payments.

(f) Reporting and oversight. The district shall comply with chapter 189, Florida Statutes, including the requirements for meetings and notice under section 189.015; budget, audit, and financial reporting under sections 189.016 and 218.32; and reporting and public access under sections 189.069 and 189.0652. The members of the governing body and any officers of the district shall comply with all financial disclosure, ethics, voting-conflict, public records, public meetings, noticing, budget, audit, and reporting requirements applicable to dependent special districts and to municipal officers under Florida law, including chapter 112, Florida Statutes, chapter 189, Florida Statutes, and any other applicable law. The budget of the district shall be adopted by the

Village Council, and the financial activity of the district may be reported and audited together with that of the Village. The district shall designate a registered office and registered agent under section 189.014, Florida Statutes, and the Village Clerk shall make all filings required by chapter 189, Florida Statutes, including filing this section with the Department of Commerce.

(g) Findings; best alternative; comprehensive plan**.**

(1) The Village Council finds and determines, pursuant to section 189.02(4)(d), Florida Statutes, that the district is the best alternative for funding public safety services within the Village, because:

(i) law enforcement and public safety constitute an essential, recurring governmental service that benefits all property within the Village generally and is therefore properly funded through ad valorem taxation rather than through a special assessment, which requires a special and peculiar benefit to the assessed property;

(ii) a substantial portion of the district's services is delivered under the Village's interlocal agreement for police services by the Sheriff's Office, a separate governmental entity, and the cost of that contractual obligation is a discrete and identifiable component of the Village's budget, such that the district funds a bounded and definable special purpose rather than general government operations;

(iii) the district separately states and dedicates the public safety levy on the notice of proposed property taxes and on the ad valorem tax bill, affording residents transparency that a single, undifferentiated municipal millage or an internal fund of the Village cannot provide, and ensuring that any future change to public safety funding is made visibly and deliberately rather than obscured within a blended rate;

(iv) under section 200.001(8)(d), Florida Statutes, the millage of the district is added to the millage of the Village and may not exceed the maximum millage applicable to the Village, so that the district cannot increase the aggregate millage upon property within the Village and cannot be used to circumvent any constitutional or statutory millage limitation;

(v) the district diminishes no protection available to taxpayers, who remain subject to the same millage limitation, assessment, truth-in-millage, and value adjustment board processes, and the district remains wholly within the control of the Village Council and the accountability framework of chapter 189, Florida Statutes, whereas an independent special district may not be created by municipal ordinance, would require a special act of the Legislature, and would fragment governance, oversight, and reporting; and

(vi) consistent with the legislative intent expressed in section 189.011, Florida Statutes, that dependent special districts be created at the prerogative of municipalities to serve necessary and useful functions, the dedicated funding of essential first-responder services through a dependent special district is an established model in Florida, including within Miami-Dade County.

(2) The Village Council declares, pursuant to section 189.02(4)(h), Florida Statutes, that creation of the district is consistent with the Village of Palmetto Bay Comprehensive Plan, the district establishing a funding mechanism only, not altering the use, density, or intensity of any land, and supporting the public safety objectives of the plan.

Section 2. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

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

PASSED ON FIRST READING this 6th day of _____, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John J. Quick
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 ___

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

AGENDA ITEM NO. 11.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

SUGGESTED ACTION:

ATTACHMENTS:
Ord-Village Communications-MM 1st Reading

ORDINANCE 2026-___

AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village of Palmetto Bay values the diversity of its residents and seeks to foster an inclusive community in which all persons are treated with dignity and respect; and

WHEREAS, residents of the Village represent a broad range of religious faiths, cultural traditions, and philosophical beliefs, including but not limited to Christianity, Judaism, Islam, Hinduism, Buddhism, Sikhism, the Bahá'í faith, Native American spiritual traditions, and other faith communities; and

WHEREAS, the Village has historically recognized, promoted, sponsored, or publicized events and observances associated with Christian and Jewish traditions, including but not limited to Christmas, Chanukah, Easter-related activities, holiday celebrations, and other community events having religious as well as cultural significance; and

WHEREAS, the Village Council recognizes that community celebrations, holiday events, and cultural observances have long served to bring residents together, strengthen neighborhood ties, encourage volunteerism, and promote civic engagement; and

WHEREAS, the Village Council finds that extending equal opportunities for recognition to all faiths, cultures, and traditions represented within the community will enhance inclusiveness and unity among residents while preserving the community-building benefits of existing Village events and programs; and

WHEREAS, nothing in this Ordinance is intended to diminish, eliminate, or discourage existing Village-sponsored holiday, cultural, or

community events, but rather to ensure that all residents have a fair and equal opportunity to seek recognition of significant religious, cultural, and heritage observances through Village communication channels; and

WHEREAS, the Village Council declares that equal treatment, mutual respect, and inclusion are fundamental community values and that recognition of the diverse traditions observed by Village residents promotes understanding, goodwill, and civic harmony; and

WHEREAS, the Village Council finds that all residents should be afforded equal treatment and equal opportunity to request recognition of religious, cultural, and heritage observances through Village communication channels, regardless of the particular faith, tradition, or belief system involved; and

WHEREAS, the Village Council further finds that a policy providing equal access based upon objective, viewpoint-neutral criteria promotes fairness, inclusiveness, transparency, and respect for the constitutional rights of all residents; and

WHEREAS, the Village Council intends that the Village neither endorse nor disfavor any religion, religious belief, or non-belief, but instead administer its communication policies in a manner that is neutral, consistent, and equally available to all qualified applicants; and

WHEREAS, the purpose of this Ordinance is to establish clear and objective standards governing requests for recognition of religious, cultural, and heritage observances, thereby ensuring that no faith, tradition, or belief system receives preferential treatment or unequal treatment within the Village; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interests of the Village and its residents.

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

Section 1. Incorporation of Recitals. The above recitals are incorporated as if set forth in full herein.

Section 2. Amendments to the Code. Section 2-25 of the Village Code of Ordinances is hereby created to read as follows:

Chapter 2 – Administration

Article II – Council

Section 2-25. – Village Communications.

(a) Purpose. The purpose of this section is to establish a uniform, viewpoint-neutral process through which residents and community organizations may request recognition of religious, cultural, and heritage observances through Village communication channels.

(b) Definitions.
The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them herein, except where the context clearly indicates a different meaning:

(1) "Observance" means a religious holiday, cultural celebration, heritage event, commemorative occasion, or similar community observance.

(2) "Village Communication Channels" means Village-operated social media platforms, newsletters, websites, calendars, bulletin boards, and similar informational outlets.

(3) "Qualified Applicant" means:

a. A resident of the Village;

b. A nonprofit organization located in Palmetto Bay, Florida, and serving Village residents; or

c. A religious congregation, cultural organization, educational institution, or community group located in Palmetto Bay, Florida, and conducting religious activities within Palmetto Bay, Florida.

(c) Eligibility. The Village may publish a notice on Village Communication Channels recognizing an Observance upon request when:

(1) The Observance has religious, cultural, educational, heritage, or community significance;

(2) The request is submitted at least fourteen (14) days before the Observance whenever practicable;

(3) The requested communication contains factual information regarding the Observance, including dates, significance, greetings, educational information, or public events associated with the Observance;

(4) The Observance and applicant comply with all applicable laws; and

(5) Space and scheduling limitations permit publication.

(d) Viewpoint Neutrality. The Village shall not approve or deny a request based upon:

(1) The religious, philosophical, political, or ideological viewpoint expressed;

(2) The popularity or unpopularity of a particular faith, culture, tradition, or belief system;

(3) Agreement or disagreement by Village officials with the beliefs or practices of the applicant; or

(4) The size of the faith or cultural group represented.

(e) Exclusions.

(1) The Village shall not communicate content under this section that:

a. Promotes unlawful activity;

b. Contains obscenity or material unprotected by the First Amendment;

c. Encourages violence, terrorism, or criminal conduct;

d. Promotes discrimination against persons or groups based upon protected characteristics;

e. Supports or opposes political candidates, political parties, or ballot questions; or

f. Constitutes commercial advertising or fundraising unrelated to the observance.

(2) The Village retains the right of authorship over anything communicated on Village Communication Channels. Nothing contained herein shall require the Village to communicate specific language, depictions, or renderings, or in any specific form as requested by the Qualified Applicant(s).

(f) Disclaimer. Any recognition or communication made pursuant to this section shall include the following statement:

"Recognition or communication of this Observance by the Village of Palmetto Bay is intended solely to inform residents of community religious, cultural, or heritage observances. Such recognition or communication does not constitute endorsement by the Village of any religion, religious belief, cultural tradition, organization, or viewpoint."

(g) Administrative Procedures.

(1) The Village Manager shall establish a standardized application process for requests submitted under this section.

(2) Requests shall be reviewed using only the objective criteria established herein.

(3) Any denial shall be provided in writing and shall identify the specific provision of this section upon which the denial is based.

(h) Annual Report. The Village Manager shall provide an annual report to the Village Council identifying:

(1) The number of requests received;

(2) The number of requests approved and denied; and

(3) The reason for each denial.

(i) No Creation of Public Forum. Nothing in this section shall be construed as creating an unlimited or open public forum or requiring communication of all submitted content. The Village retains authority to administer the Village Communication Channels in a content-neutral manner consistent with this section and applicable law.

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 full force and 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 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 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 become effective immediately upon adoption at second reading.

PASSED ON FIRST READING this 6th day of July, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day

of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

AGENDA ITEM NO. 11.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE OPERATION OF MICROMOBILITY DEVICES AND ELECTRIC BICYCLES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE SAFE OPERATION OF MICROMOBILITY DEVICES, TO PROVIDE FOR PEDESTRIAN SAFETY, OPERATOR TRAINING, AND ENFORCEMENT, AND TO AUTHORIZE INTERLOCAL AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Micromobility

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE OPERATION OF MICROMOBILITY DEVICES AND ELECTRIC BICYCLES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE SAFE OPERATION OF MICROMOBILITY DEVICES, TO PROVIDE FOR PEDESTRIAN SAFETY, OPERATOR TRAINING, AND ENFORCEMENT, AND TO AUTHORIZE INTERLOCAL AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the transportation facilities of the Village of Palmetto Bay (the "Village"), including its sidewalks and shared use paths, have been increasingly traversed by micromobility devices and electric bicycles; and

WHEREAS, Sections 316.2128 and 316.20655, Florida Statutes, afford micromobility devices, motorized scooters, and electric bicycles the rights and duties of bicycles and authorize a local government, through the exercise of its powers under Section 316.008, Florida Statutes, to adopt an ordinance governing their operation on the streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; and

WHEREAS, the Village Council desires to establish procedures and regulations for the safe operation of micromobility devices and electric bicycles on transportation facilities under the jurisdiction of the Village, including provisions protecting pedestrians, consistent with Chapter 316, Florida Statutes, as amended; and

WHEREAS, the Village Council finds it to be in the best interest of the public health, safety, and welfare of the citizens to adopt this Ordinance amending the Village's Code.

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

Section 1. The Code of Ordinances of the Village of Palmetto Bay, Florida, is hereby amended by creating Section 21-1, to read as follows:

Sec. 21-1. – Micromobility Devices.

(a) Purpose and authority. The purpose of this section is to provide for the safe operation of micromobility devices and electric bicycles on transportation facilities under the jurisdiction of the Village of Palmetto Bay and to protect pedestrians and other users of such facilities. This section is enacted pursuant to the Village's home rule powers and the authority granted to local governments under Sections 316.008, 316.2128, and 316.20655, Florida Statutes, as amended, which afford micromobility devices, motorized scooters, and electric bicycles the rights and duties of bicycles under Section 316.2065, Florida Statutes, and authorize a local government to adopt an ordinance governing their operation on the streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

(b) Definitions. For purposes of this section, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Bicycle. As defined in F.S. § 316.003(4), as amended, a Bicycle is every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

Electric Bicycle. As defined in F.S. § 316.003(23), as amended, an Electric Bicycle is a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

Class 1 Electric Bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

Class 2 Electric Bicycle means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

Class 3 Electric Bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

This term does not include motorized scooters.

Micromobility Device. As defined in Section 316.003(41), Florida Statutes, as amended, a Micromobility Device is a motorized transportation device designed for individual use which is typically 20 to 36 inches in width and 50 pounds or less in weight and which operates at a speed of typically less than 15 miles per hour but no more than 28 miles per hour. This term includes both a human-powered and a nonhuman-powered device such as a bicycle, electric bicycle, motorized scooter, or any other device that is owned by an individual or part of a shared fleet. This definition shall not include golf carts or a motorized wheelchair or similar mobility device used for mobility purposes by persons with disabilities as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Motorized Scooter. As defined in F.S. § 316.003(48), as amended, a Motorized Scooter is any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. This term does not include an electric bicycle. This definition shall not include a motorized wheelchair or similar mobility device used for mobility purposes by persons with disabilities as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Shared Use Path means a path physically separated from motor vehicle traffic and constructed with asphalt, concrete, or another hard surface used by bicyclists, pedestrians, and micromobility devices as provided for in this section.

Sidewalk means that portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

(c) Operation on sidewalks and shared use paths. Micromobility devices are permitted on Village sidewalks and shared use paths, except where otherwise restricted or prohibited under this section.

(d) Speed limits. A micromobility device operating on a Village sidewalk or shared use path shall not exceed the following maximum speeds; where a lower speed limit applies under subsection (e), the lower limit controls:

1. Ten (10) miles per hour upon sidewalks; and

2. Fifteen (15) miles per hour upon shared use paths.

(e) Pedestrian right-of-way; reduced speed; audible signal. Consistent with Sections 316.20655 and 316.2065, Florida Statutes, as amended, an operator of a micromobility device on a Village sidewalk, shared use path, or other area designated for pedestrian use shall:

1. Yield the right-of-way to pedestrians at all times;

2. Give an audible signal before overtaking and passing a pedestrian; and

3. Not operate the device at a speed greater than ten (10) miles per hour when a pedestrian is within fifty (50) feet.

(f) Lighting and equipment. Every micromobility device operated between sunset and sunrise shall be equipped with a lamp on the front exhibiting a light visible from a distance of at least 500 feet to the front, and a lamp and a reflector on the rear each exhibiting a red light or reflecting red light visible from a distance of at least 600 feet to the rear, and shall be equipped with brakes adequate to control the movement of

and to stop the device, consistent with Section 316.2065, Florida Statutes, as amended. An electric bicycle that is subject to the labeling requirements of Section 316.20655, Florida Statutes, shall display the applicable label, which shall not be removed, altered, or rendered illegible except as permitted by law.

(g) Careless and reckless operation. No person shall operate a micromobility device in a careless or reckless manner that endangers, or is likely to endanger, any person or property, or in willful or wanton disregard for the safety of persons or property.

(h) Parking; shared micromobility devices. A micromobility device shall not be parked, left standing, or abandoned in a manner that obstructs pedestrian or vehicular traffic; blocks a curb ramp, driveway, building entrance, or accessible route required under the Americans with Disabilities Act; or otherwise impedes the public right-of-way. A device parked in violation of this subsection may be relocated, removed, or impounded by the Village.

(i) Operator requirements; training; helmets. The following operator requirements apply to the operation of electric bicycles within the Village:

1. The Village Manager, or designee, shall provide training on the safe operation of Class 2 and Class 3 electric bicycles and compliance with the traffic laws of this state as provided for in this section.
2. An operator of a Class 2 or Class 3 electric bicycle who is under sixteen (16) years of age shall be required to complete the training required by this subsection prior to operating such a bicycle on Village roadways, shared use paths, and sidewalks.
3. The parent or legal guardian of an operator who is under sixteen (16) years of age shall attend the training required by this subsection along with the minor and shall sign, on a form provided by the Village, an acknowledgment of the risks associated with the operation of Class 2 and Class 3 electric bicycles.
4. The training required by this subsection shall be renewed every two (2) years.

5. A bicycle or electric bicycle rider or passenger who is under sixteen (16) years of age shall wear a properly fitted and securely fastened bicycle helmet that meets the applicable federal safety standard, as required by Section 316.2065, Florida Statutes, as amended.

(j) Interlocal agreements; cross-training. The Village Manager, or the Manager's designee, is authorized to negotiate one or more interlocal agreements with neighboring municipalities and Miami-Dade County, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, as amended, providing for cross-training on the safe operation of micromobility devices and electric bicycles, the reciprocal recognition of training completed thereunder, and the coordinated administration and enforcement of micromobility regulations. No such interlocal agreement shall take effect until it has been approved by the Village Council by resolution and executed and filed in accordance with law.

(k) Applicability. The provisions of this section shall apply only to transportation facilities under the jurisdiction of the Village of Palmetto Bay, including the streets, highways, sidewalks, and sidewalk areas under the jurisdiction of the Village.

(l) Exemptions. The provisions of this section shall not apply to:

1. Governmental personnel on official business, emergency vehicles, or the use of special mobile equipment for the repair or maintenance of public property; and
2. A person with a disability who uses a motorized wheelchair or similar mobility device for mobility purposes.

(m) Enforcement and penalties. This section shall be enforced as follows:

1. Any police officer, community service aide, or code compliance officer shall have the authority to enforce the provisions of this section.
2. Any person who violates the provisions of this section shall be subject to a fine of $250 for the first violation and $500 for any repeat violation.

Section 2. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED ON FIRST READING this ____ day of _____, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
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 ___

To: Honorable Mayor and Village Council

Date: June 16, 2026

From: Nick Marano, Village Manager

Re: Public Services Parking Lot

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADLEY CONSTRUCTION GROUP, INC. TO CONSTRUCT THE PUBLIC SERVICES PARKING LOT PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-011; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS ($642,526.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is seeking a qualified Company to construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay Fl 33157. The Village published an ITB# 2026-11-011 for the "Public Services Parking Lot" on May 12th, 2026, and received a total of eight (8) bids. Headley Construction Group, Inc., was the lowest responsive, qualified, responsible Bidder.

FISCAL IMPACT:

Capital Project – Public Services Building Improvements in the amount of $642,526.00.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-11-011
D. Bid – ConstructionX, LLC.
E. Bid – Gavarrete, Inc.
F. Bid – Hahn Construction Engineering, Inc.
G. Bid – Hartec Group, Inc.
H. Bid – Headley Construction Group, Inc.
I. Bid – HG Construction Development & Investment, Inc.
J. Bid – V&G Construction Solutions, Corp.
K. Bid – V Engineering, Corp.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADLEY CONSTRUCTION GROUP, INC. TO CONSTRUCT THE PUBLIC SERVICES PARKING LOT PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-011; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS ($642,526.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village of Palmetto Bay ("Village") published ITB# 2026-11-011 ("ITB") for the "Public Services Parking Lot" ("Project"), which Project includes without limitation, all site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, construction, and site restoration at the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 on May 12, 2026; and

WHEREAS, the Village received a total of eight (8) bids on June 4, 2026; and

WHEREAS, Headley Construction Group, Inc. ("Contractor") was the lowest responsive, qualified, responsible Bidder; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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 the Contractor pursuant to the ITB for the Project is hereby approved.

Section 3. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with the Contractor in substantially the form attached to the ITB for completion of the Project.

Section 4. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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: 06/16/2026

ITB#: 2026-11-011	**Item/Service:** Public Services Parking Lot

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of eight (8) bids received, ConstructionX, LLC., Gavarrete, Inc., Hahn Construction Engineering, Inc., Hartec Group, Inc., Headley Construction Group, Inc., HG Construction Development & Investment, Inc., V&G Construction Solutions, Corp., and V Engineering, Corp.

II. Recommendation:

a. Which bid is being recommended? **Headley Construction 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 July 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

6/18/26

Nick Marano, Village Manager

					ConstructionX, LLC.		Gavarrete, Inc.		Hahn Construction Engineering Contractors, Inc.		Hartec Group, Inc.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**	
ROADWAY ITEMS											
110-1-1	Clearing and Grubbing	1	LS	$ 28,750.00	$ 28,750.00	$ 79,733.20	$ 79,733.20	$ 3,000.00	$ 3,000.00	$ 17,731.31	$ 17,731.31
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$ 10.80	$ 31,860.00	$ 7.96	$ 23,482.00	$ 4.50	$ 13,275.00	$ 6.00	$ 17,700.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$ 14.30	$ 42,185.00	$ 21.22	$ 62,599.00	$ 20.00	$ 59,000.00	$ 25.00	$ 73,750.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$ 248.00	$ 61,380.00	$ 160.54	$ 39,733.65	$ 280.00	$ 69,300.00	$ 250.00	$ 61,875.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$ 7,600.00	$ 45,600.00	$ 8,376.00	$ 50,256.00	$ 3,810.00	$ 22,860.00	$ 5,000.00	$ 30,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$ 156.00	$ 7,800.00	$ 92.14	$ 4,607.00	$ 88.00	$ 4,400.00	$ 150.00	$ 7,500.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$ 128.00	$ 46,464.00	$ 97.72	$ 35,472.36	$ 363.20	$ 131,841.60	$ 200.00	$ 72,600.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$ 14.10	$ 19,458.00	$ 77.55	$ 107,019.00	$ 22.00	$ 30,360.00	$ 35.00	$ 48,300.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$ 574.00	$ 5,740.00	$ 69.80	$ 698.00	$ 67.50	$ 675.00	$ 90.00	$ 900.00
542-70	Concrete Wheel Stops	36	EA	$ 165.00	$ 5,940.00	$ 167.52	$ 6,030.72	$ 70.00	$ 2,520.00	$ 200.00	$ 7,200.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$ 19.20	$ 28,800.00	$ 10.47	$ 15,705.00	$ 17.90	$ 26,850.00	$ 10.00	$ 15,000.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$ 11,320.00	$ 11,320.00	$ 10,888.80	$ 10,888.80	$ 33,500.00	$ 33,500.00	$ 5,000.00	$ 5,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$ 126.00	$ 15,120.00	$ 24.43	$ 2,931.60	$ 15.00	$ 1,800.00	$ 5.00	$ 600.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$ 780.00	$ 3,120.00	$ 537.46	$ 2,149.84	$ 500.00	$ 2,000.00	$ 700.00	$ 2,800.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$ 720.00	$ 1,440.00	$ 921.36	$ 1,842.72	$ 500.00	$ 1,000.00	$ 700.00	$ 1,400.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$ 770.00	$ 1,540.00	$ 537.46	$ 1,074.92	$ 500.00	$ 1,000.00	$ 700.00	$ 1,400.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$ 2.15	$ 2,365.00	$ 2.09	$ 2,299.00	$ 1.20	$ 1,320.00	$ 5.00	$ 5,500.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$ 7.20	$ 720.00	$ 3.07	$ 307.00	$ 1.20	$ 120.00	$ 5.00	$ 500.00
711-11-160	Thermoplastic, White, Message	2	EA	$ 465.00	$ 930.00	$ 300.14	$ 600.28	$ 300.00	$ 600.00	$ 500.00	$ 1,000.00
104	SWPPP	1	LS	$ 3,890.00	$ 3,890.00	$ 8,096.80	$ 8,096.80	$ 5,400.00	$ 5,400.00	$ 1,000.00	$ 1,000.00
120-6	Earthwork	562	CY	$ 11.80	$ 6,631.60	$ 69.80	$ 39,227.60	$ 32.40	$ 18,208.80	$ 25.00	$ 14,050.00
SUB-TOTAL ROADWAY ITEMS				**$**	**371,053.60**	**$**	**494,754.49**	**$**	**429,030.40**	**$**	**385,806.31**
BID ALTERNATE ITEMS											
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$ 24.00	$ 6,480.00	$ 32.00	$ 8,640.00	$ 24.00	$ 6,480.00	$ 40.00	$ 10,800.00
BA.02	#5 COARSE AGGREGATE	67	CY	$ 120.00	$ 8,040.00	$ 52.00	$ 3,484.00	$ 70.75	$ 4,740.25	$ 20.00	$ 1,340.00
BA.03	#8 COARSE AGGREGATE	41	CY	$ 118.00	$ 4,838.00	$ 58.00	$ 2,378.00	$ 84.40	$ 3,460.40	$ 20.00	$ 820.00
BA.04	PERMEABLE PAVERS	483	SY	$ 155.00	$ 74,865.00	$ 138.66	$ 66,972.78	$ 112.00	$ 54,096.00	$ 99.00	$ 47,817.00
SUB-TOTAL BID ALTERNATE ITEMS				**$**	**94,223.00**	**$**	**81,474.78**	**$**	**68,776.65**	**$**	**60,777.00**
ELECTRICAL ITEMS											

1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$ 9,860.00	$ 9,860.00	$ 18,772.33	$ 18,772.33	$ 9,350.00	$ 9,350.00	$ 6,834.84	$ 6,834.84
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$ 4,680.00	$ 4,680.00	$ 8,376.00	$ 8,376.00	$ 8,250.00	$ 8,250.00	$ 3,106.75	$ 3,106.75
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$ 2,560.00	$ 2,560.00	$ 2,792.00	$ 2,792.00	$ 2,200.00	$ 2,200.00	$ 2,500.00	$ 2,500.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$ 980.00	$ 980.00	$ 3,350.40	$ 3,350.40	$ 1,650.00	$ 1,650.00	$ 994.15	$ 994.15
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$ 2,930.00	$ 11,720.00	$ 7,133.85	$ 28,535.40	$ 7,150.00	$ 28,600.00	$ 2,000.00	$ 8,000.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$ 2,210.00	$ 4,420.00	$ 3,043.28	$ 6,086.56	$ 8,250.00	$ 16,500.00	$ 437.72	$ 875.44
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$ 510.00	$ 2,040.00	$ 670.08	$ 2,680.32	$ 1,375.00	$ 5,500.00	$ 320.00	$ 1,280.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$ 12.00	$ 1,920.00	$ 18.57	$ 2,971.20	$ 20.00	$ 3,200.00	$ 27.30	$ 4,368.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$ 20.00	$ 1,400.00	$ 18.57	$ 1,299.90	$ 22.00	$ 1,540.00	$ 25.50	$ 1,785.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$ 46.00	$ 5,520.00	$ 30.71	$ 3,685.20	$ 27.50	$ 3,300.00	$ 37.90	$ 4,548.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$ 2,260.00	$ 2,260.00	$ 2,582.60	$ 2,582.60	$ 1,650.00	$ 1,650.00	$ 500.00	$ 500.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$ 670.00	$ 670.00	$ 586.32	$ 586.32	$ 1,320.00	$ 1,320.00	$ 269.32	$ 269.32
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$ 1,230.00	$ 2,460.00	$ 1,396.00	$ 2,792.00	$ 1,925.00	$ 3,850.00	$ 1,200.00	$ 2,400.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$ 1,260.00	$ 1,260.00	$ 907.40	$ 907.40	$ 1,925.00	$ 1,925.00	$ 6,000.00	$ 6,000.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$ 1,920.00	$ 1,920.00	$ 1,675.20	$ 1,675.20	$ 9,350.00	$ 9,350.00	$ 15,000.00	$ 15,000.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$ 8,797.00	$ 79,173.00	$ 15,914.40	$ 143,229.60	$ 12,100.00	$ 108,900.00	$ 5,948.45	$ 53,536.05
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$ 2,020.00	$ 18,180.00	$ 3,769.20	$ 33,922.80	$ 2,750.00	$ 24,750.00	$ 2,606.50	$ 23,458.50
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$ 113.00	$ 23,730.00	$ 8.45	$ 1,774.50	$ 55.00	$ 11,550.00	$ 46.70	$ 9,807.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$ 18.00	$ 8,640.00	$ 8.38	$ 4,022.40	$ 11.00	$ 5,280.00	$ 3.26	$ 1,564.80
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$ 9.50	$ 2,280.00	$ 4.89	$ 1,173.60	$ 5.50	$ 1,320.00	$ 3.06	$ 734.40
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$ 7.20	$ 864.00	$ 3.07	$ 368.40	$ 3.30	$ 396.00	$ 3.70	$ 444.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$ 10.80	$ 756.00	$ 6.28	$ 439.60	$ 13.20	$ 924.00	$ 3.50	$ 245.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$ 550.00	$ 1,650.00	$ 949.28	$ 2,847.84	$ 165.00	$ 495.00	$ 35.74	$ 107.22
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$ 950.00	$ 950.00	$ 1,675.20	$ 1,675.20	$ 616.00	$ 616.00	$ 350.00	$ 350.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$ 2,860.00	$ 2,860.00	$ 1,186.60	$ 1,186.60	$ 2,750.00	$ 2,750.00	$ 1,200.00	$ 1,200.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$ 263.00	$ 789.00	$ 369.94	$ 1,109.82	$ 880.00	$ 2,640.00	$ 60.50	$ 181.50
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$ 1,450.00	$ 1,450.00	$ 6,980.00	$ 6,980.00	$ 3,300.00	$ 3,300.00	$ 49.98	$ 49.98

8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$ 2,200.00	$ 2,200.00	$ 2,512.80	$ 2,512.80	$ 3,000.00	$ 3,000.00	$ 800.00	$ 800.00
SUB-TOTAL ELECTRICAL ITEMS				**$**	**197,192.00**	**$**	**288,335.99**	**$**	**264,106.00**	**$**	**150,939.95**
MISCELLANEOUS ITEMS											
101-1	Mobilization (10%)	1	LS	$ 66,246.86	$ 66,246.86	$ 196,627.44	$ 196,627.44	$ 26,154.00	$ 26,154.00	$ 59,752.33	$ 59,752.33
102-1	Maintenance of Traffic and Access (5%)	1	LS	$ 33,123.43	$ 33,123.43	$ 32,788.00	$ 32,788.00	$ 21,451.57	$ 21,451.57	$ 29,876.16	$ 29,876.16
800-7	Permit Allowance	1	LS	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00
999	Contingency (10%)	1	LS	$ 66,246.86	$ 66,246.86	$ 71,858.80	$ 71,858.80	$ 26,154.00	$ 26,154.00	$ 59,752.33	$ 59,752.33
SUB-TOTAL MISCELLANEOUS ITEMS				**$**	**175,617.15**	**$**	**302,274.24**	**$**	**74,759.57**	**$**	**149,830.82**
GRAND TOTAL NOT INCLUDING BID ALTERNATE				**$**	**743,862.75**	**$**	**1,085,364.72**	**$**	**767,895.97**	**$**	**686,577.08**
GRAND TOTAL INCLUDING BID ALTERNATE				**$**	**838,085.75**	**$**	**1,166,839.50**	**$**	**836,672.62**	**$**	**747,354.08**

					Headley Construction Group		HG Construction		V&G Construction Solutions, Corp.		V Engineering, Corp.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**	
ROADWAY ITEMS											
110-1-1	Clearing and Grubbing	1	LS	$ 8,500.00	$ 8,500.00	$ 63,192.08	$ 63,192.08	$ 83,375.27	$ 83,375.27	$ 12,000.00	$ 12,000.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$ 19.50	$ 57,525.00	$ 15.46	$ 45,607.00	$ 5.04	$ 14,868.00	$ 20.00	$ 59,000.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$ 23.50	$ 69,325.00	$ 17.58	$ 51,861.00	$ 29.79	$ 87,880.50	$ 25.00	$ 73,750.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$ 210.00	$ 52,080.00	$ 289.40	$ 71,771.20	$ 244.33	$ 60,593.84	$ 300.00	$ 74,400.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$ 7,500.00	$ 45,000.00	$ 5,972.46	$ 35,834.76	$ 7,871.84	$ 47,231.04	$ 3,500.00	$ 21,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$ 255.00	$ 12,750.00	$ 128.03	$ 6,401.50	$ 259.53	$ 12,976.50	$ 275.00	$ 13,750.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$ 220.00	$ 79,860.00	$ 263.59	$ 95,683.17	$ 359.35	$ 130,444.05	$ 375.00	$ 136,125.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$ 30.00	$ 41,400.00	$ 19.04	$ 26,275.20	$ 22.74	$ 31,381.20	$ 30.00	$ 41,400.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$ 175.00	$ 1,750.00	$ 60.48	$ 604.80	$ 185.69	$ 1,856.90	$ 75.00	$ 750.00
542-70	Concrete Wheel Stops	36	EA	$ 175.00	$ 6,300.00	$ 72.80	$ 2,620.80	$ 75.45	$ 2,716.20	$ 75.00	$ 2,700.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$ 11.50	$ 17,250.00	$ 13.12	$ 19,680.00	$ 13.00	$ 19,500.00	$ 12.00	$ 18,000.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$ 16,000.00	$ 16,000.00	$ 2,800.00	$ 2,800.00	$ 75,280.00	$ 75,280.00	$ 30,000.00	$ 30,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$ 28.00	$ 3,360.00	$ 28.00	$ 3,360.00	$ 43.40	$ 5,208.00	$ 15.00	$ 1,800.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$ 675.00	$ 2,700.00	$ 943.04	$ 3,772.16	$ 603.06	$ 2,412.24	$ 650.00	$ 2,600.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$ 700.00	$ 1,400.00	$ 1,046.08	$ 2,092.16	$ 603.06	$ 1,206.12	$ 750.00	$ 1,500.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$ 700.00	$ 1,400.00	$ 1,046.08	$ 2,092.16	$ 603.06	$ 1,206.12	$ 650.00	$ 1,300.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$ 6.00	$ 6,600.00	$ 3.08	$ 3,388.00	$ 7.00	$ 7,700.00	$ 3.00	$ 3,300.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$ 8.00	$ 800.00	$ 16.80	$ 1,680.00	$ 15.00	$ 1,500.00	$ 3.00	$ 300.00
711-11-160	Thermoplastic, White, Message	2	EA	$ 650.00	$ 1,300.00	$ 504.00	$ 1,008.00	$ 500.00	$ 1,000.00	$ 150.00	$ 300.00
104	SWPPP	1	LS	$ 4,500.00	$ 4,500.00	$ 12,272.40	$ 12,272.40	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00
120-6	Earthwork	562	CY	$ 38.00	$ 21,356.00	$ 81.70	$ 45,915.40	$ 57.39	$ 32,253.18	$ 40.00	$ 22,480.00
	SUB-TOTAL ROADWAY ITEMS			**$**	**451,156.00**	**$**	**497,911.79**	**$**	**630,589.16**	**$**	**522,455.00**
BID ALTERNATE ITEMS											
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$ 43.00	$ 11,610.00	$ 17.92	$ 4,838.40	14.62	$ 3,947.40	35	$ 9,450.00
BA.02	#5 COARSE AGGREGATE	67	CY	$ 110.00	$ 7,370.00	$ 132.91	$ 8,904.97	200	$ 13,400.00	50	$ 3,350.00
BA.03	#8 COARSE AGGREGATE	41	CY	$ 110.00	$ 4,510.00	$ 147.29	$ 6,038.89	200	$ 8,200.00	65	$ 2,665.00
BA.04	PERMEABLE PAVERS	483	SY	$ 115.00	$ 55,545.00	$ 107.99	$ 52,159.17	58.44	$ 28,226.52	50	$ 24,150.00
	SUB-TOTAL BID ALTERNATE ITEMS			**$**	**79,035.00**	**$**	**71,941.43**	**$**	**53,773.92**	**$**	**39,615.00**
ELECTRICAL ITEMS											
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$ 8,753.00	$ 8,753.00	$ 7,840.00	$ 7,840.00	$ 8,947.37	$ 8,947.37	$ 4,000.00	$ 4,000.00

1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$ 5,689.00	$ 5,689.00	$ 7,280.00	$ 7,280.00	$ 7,894.74	$ 7,894.74	$ 2,000.00	$ 2,000.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$ 3,501.00	$ 3,501.00	$ 5,040.00	$ 5,040.00	$ 2,105.26	$ 2,105.26	$ 750.00	$ 750.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$ 2,626.00	$ 2,626.00	$ 2,800.00	$ 2,800.00	$ 1,578.95	$ 1,578.95	$ 750.00	$ 750.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$ 4,377.00	$ 17,508.00	$ 2,800.00	$ 11,200.00	$ 6,842.11	$ 27,368.44	$ 5,000.00	$ 20,000.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$ 2,451.00	$ 4,902.00	$ 3,214.40	$ 6,428.80	$ 7,894.74	$ 15,789.48	$ 3,000.00	$ 6,000.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$ 985.00	$ 3,940.00	$ 483.84	$ 1,935.36	$ 1,315.79	$ 5,263.16	$ 400.00	$ 1,600.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$ 21.00	$ 3,360.00	$ 12.15	$ 1,944.00	$ 18.95	$ 3,032.00	$ 25.00	$ 4,000.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$ 21.00	$ 1,470.00	$ 31.92	$ 2,234.40	$ 21.05	$ 1,473.50	$ 15.00	$ 1,050.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$ 56.00	$ 6,720.00	$ 44.24	$ 5,308.80	$ 25.00	$ 3,000.00	$ 30.00	$ 3,600.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$ 586.00	$ 586.00	$ 1,008.00	$ 1,008.00	$ 15,789.47	$ 15,789.47	$ 1,100.00	$ 1,100.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$ 1,050.00	$ 1,050.00	$ 784.00	$ 784.00	$ 1,263.16	$ 1,263.16	$ 500.00	$ 500.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$ 2,101.00	$ 4,202.00	$ 1,370.88	$ 2,741.76	$ 1,842.11	$ 3,684.22	$ 475.00	$ 950.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$ 3,501.00	$ 3,501.00	$ 1,370.88	$ 1,370.88	$ 1,842.11	$ 1,842.11	$ 550.00	$ 550.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$ 3,326.00	$ 3,326.00	$ 1,680.00	$ 1,680.00	$ 8,749.37	$ 8,749.37	$ 3,500.00	$ 3,500.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$ 4,201.00	$ 37,809.00	$ 7,769.44	$ 69,924.96	$ 11,578.95	$ 104,210.55	$ 19,000.00	$ 171,000.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$ 1,313.00	$ 11,817.00	$ 1,861.44	$ 16,752.96	$ 2,631.58	$ 23,684.22	$ 1,500.00	$ 13,500.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$ 71.00	$ 14,910.00	$ 89.04	$ 18,698.40	$ 52.63	$ 11,052.30	$ 30.00	$ 6,300.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$ 10.00	$ 4,800.00	$ 16.18	$ 7,766.40	$ 10.53	$ 5,054.40	$ 25.00	$ 12,000.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$ 6.00	$ 1,440.00	$ 9.91	$ 2,378.40	$ 0.96	$ 230.40	$ 30.00	$ 7,200.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$ 5.00	$ 600.00	$ 5.43	$ 651.60	$ 3.16	$ 379.20	$ 35.00	$ 4,200.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$ 8.00	$ 560.00	$ 20.93	$ 1,465.10	$ 12.00	$ 840.00	$ 35.00	$ 2,450.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$ 800.00	$ 2,400.00	$ 649.60	$ 1,948.80	$ 157.89	$ 473.67	$ 365.00	$ 1,095.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$ 1,650.00	$ 1,650.00	$ 2,800.00	$ 2,800.00	$ 589.47	$ 589.47	$ 250.00	$ 250.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$ 3,500.00	$ 3,500.00	$ 2,800.00	$ 2,800.00	$ 2,631.58	$ 2,631.58	$ 250.00	$ 250.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$ 650.00	$ 1,950.00	$ 2,800.00	$ 8,400.00	$ 842.11	$ 2,526.33	$ 125.00	$ 375.00
8.02	DEVICES & MISC - Unistrut / Equipment	1	EA	$ 2,500.00	$ 2,500.00	$ 5,600.00	$ 5,600.00	$ 3,157.89	$ 3,157.89	$ 500.00	$ 500.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$ 8,800.00	$ 8,800.00	$ 3,920.00	$ 3,920.00	$ 10,526.32	$ 10,526.32	$ 3,000.00	$ 3,000.00
			SUB-TOTAL ELECTRICAL ITEMS	**$**	**163,870.00**	**$**	**202,702.62**	**$**	**273,137.56**	**$**	**272,470.00**
					MISCELLANEOUS ITEMS						

101-1	Mobilization (10%)	1	LS	$ 7,000.00	$ 7,000.00	$ 64,243.00	$ 64,243.00	$ 40,000.00	$ 40,000.00	$ 83,493.00	$ 83,493.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$ 4,500.00	$ 4,500.00	$ 32,121.00	$ 32,121.00	$ 20,000.00	$ 20,000.00	$ 41,746.50	$ 41,746.50
800-7	Permit Allowance	1	LS	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00
999	Contingency (10%)	1	LS	$ 15,000.00	$ 15,000.00	$ 64,243.00	$ 64,243.00	$ 95,757.33	$ 95,757.33	$ 83,493.00	$ 83,493.00
SUB-TOTAL MISCELLANEOUS ITEMS				**$**	**27,500.00**	**$**	**161,607.00**	**$**	**157,757.33**	**$**	**209,732.50**
GRAND TOTAL NOT INCLUDING BID ALTERNATE				**$**	**642,526.00**	**$**	**862,221.41**	**$**	**1,061,484.05**	**$**	**1,004,657.50**
GRAND TOTAL INCLUDING BID ALTERNATE				**$**	**721,561.00**	**$**	**934,162.84**	**$**	**1,115,257.97**	**$**	**1,044,272.50**

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$28,750.00	$28,750.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$10.80	$31,860.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$14.30	$42,185.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High	248	TN	$248.00	$61,380.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$7,600.00	$45,600.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$156.00	$7,800.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic	363	LF	$128.00	$46,464.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$14.10	$19,458.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$574.00	$5,740.00
542-70	Concrete Wheel Stops	36	EA	$165.00	$5,940.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering &	1,500	SY	$19.20	$28,800.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$11,320.00	$11,320.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$126.00	$15,120.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$780.00	$3,120.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$720.00	$1,440.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$770.00	$1,540.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$2.15	$2,365.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$7.20	$720.00
711-11-160	Thermoplastic, White, Message	2	EA	$465.00	$930.00
104	SWPPP	1	LS	$3,890.00	$3,890.00
120-6	Earthwork	562	CY	$11.80	$6,631.60
				Sub-Total Roadway Items	***$371,053.60***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$24.00	$6,480.00
BA.02	#5 COARSE AGGREGATE	67	CY	$120.00	$8,040.00
BA.03	#8 COARSE AGGREGATE	41	CY	$118.00	$4,838.00
BA.04	PERMEABLE PAVERS	483	SY	$155.00	$74,865.00
				Sub-Total Bid Alternate Items	***$94,223.00***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) -	1	EA	$9,860.00	$9,860.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$4,680.00	$4,680.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,560.00	$2,560.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (If not integral)	1	EA	$980.00	$980.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$2,930.00	$11,720.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$2,210.00	$4,420.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$510.00	$2,040.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$12.00	$1,920.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$20.00	$1,400.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$46.00	$5,520.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$2,260.00	$2,260.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$670.00	$670.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,230.00	$2,460.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$1,260.00	$1,260.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$1,920.00	$1,920.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$8,797.00	$79,173.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,020.00	$18,180.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$113.00	$23,730.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$18.00	$8,640.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$9.50	$2,280.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$7.20	$864.00

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$10.80	$756.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$550.00	$1,650.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$950.00	$950.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$2,860.00	$2,860.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$263.00	$789.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$1,450.00	$1,450.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$2,200.00	$2,200.00
				Sub-Total Electrical Items	***$197,192.00***

MISCELLANEOUS ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$66,246.86	$66,246.86
102-1	Maintenance of Traffic and Access (5%)	1	LS	$33,123.43	$33,123.43
800-7	Permit Allowance	1	LS	$10,000.00	$10,000.00
999	Contingency (10%)	1	LS	$66,246.86	$66,246.86
				Sub-Total Miscellaneous Items	***$175,617.15***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$743,862.75***

GRAND TOTAL INCLUDING BID ALTERNATE	***$838,085.75***

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$79,733.20	$79,733.20
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$7.96	$23,482.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$21.22	$62,599.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$160.54	$39,733.65
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$8,376.00	$50,256.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$92.14	$4,607.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$97.72	$35,472.36
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$77.55	$107,019.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$69.80	$698.00
542-70	Concrete Wheel Stops	36	EA	$167.52	$6,030.72
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$10.47	$15,705.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$10,888.80	$10,888.80
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$24.43	$2,931.60
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$537.46	$2,149.84
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$921.36	$1,842.72
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$537.46	$1,074.92
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$2.09	$2,299.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$3.07	$307.00
711-11-160	Thermoplastic, White, Message	2	EA	$300.14	$600.28
104	SWPPP	1	LS	$8,096.80	$8,096.80
120-6	Earthwork	562	CY	$69.80	$39,227.60
				Sub-Total Roadway Items	*$494,754.49*

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$32.00	$8,640.00
BA.02	#5 COARSE AGGREGATE	67	CY	$52.00	$3,484.00
BA.03	#8 COARSE AGGREGATE	41	CY	$58.00	$2,378.00
BA.04	PERMEABLE PAVERS	483	SY	$138.66	$66,972.78
				Sub-Total Bid Alternate Items	*$81,474.78*

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$18,772.33	$18,772.33
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$8,376.00	$8,376.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,792.00	$2,792.00

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$3,350.40	$3,350.40
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$7,133.85	$28,535.40
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$3,043.28	$6,086.56
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$670.08	$2,680.32
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$18.57	$2,971.20
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$18.57	$1,299.90
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$30.71	$3,685.20
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$2,582.60	$2,582.60
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$586.32	$586.32
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,396.00	$2,792.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$907.40	$907.40
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$1,675.20	$1,675.20
5.01	LIGHTING - Solar Lighting Poles	9	EA	$15,914.40	$143,229.60
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$3,769.20	$33,922.80
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$8.45	$1,774.50
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$8.38	$4,022.40
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$4.89	$1,173.60
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.07	$368.40
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$6.28	$439.60
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$949.28	$2,847.84
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$1,675.20	$1,675.20
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$1,186.60	$1,186.60
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$369.94	$1,109.82
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$6,980.00	$6,980.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$2,512.80	$2,512.80
				Sub-Total Electrical Items	*$288,335.99*

MISCELLANEOUS ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$196,627.44	$196,627.44
102-1	Maintenance of Traffic and Access (5%)	1	LS	$32,788.00	$32,788.00
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$71,858.80	$71,858.80
				Sub-Total Miscellaneous Items	*$302,274.24*

GRAND TOTAL NOT INCLUDING BID ALTERNATE	*$1,085,364.72*

GRAND TOTAL INCLUDING BID ALTERNATE	*$1,166,839.50*

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$3,000.00	$3,000.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$4.50	$13,275.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$20.00	$59,000.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$280.00	$69,300.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$3,810.00	$22,860.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$88.00	$4,400.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$363.20	$131,841.60
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$22.00	$30,360.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$67.50	$675.00
542-70	Concrete Wheel Stops	36	EA	$70.00	$2,520.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$17.90	$26,850.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$33,500.00	$33,500.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$15.00	$1,800.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$500.00	$2,000.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$500.00	$1,000.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$500.00	$1,000.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$1.20	$1,320.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$1.20	$120.00
711-11-160	Thermoplastic, White, Message	2	EA	$300.00	$600.00
104	SWPPP	1	LS	$5,400.00	$5,400.00
120-6	Earthwork	562	CY	$32.40	$18,208.80
				Sub-Total Roadway Items	***$429,030.40***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$24.00	$6,480.00
BA.02	#5 COARSE AGGREGATE	67	CY	$70.75	$4,740.25
BA.03	#8 COARSE AGGREGATE	41	CY	$84.40	$3,460.40
BA.04	PERMEABLE PAVERS	483	SY	$112.00	$54,096.00
				Sub-Total Bid Alternate Items	***$68,776.65***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$9,350.00	$9,350.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$8,250.00	$8,250.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,200.00	$2,200.00

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$1,650.00	$1,650.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$7,150.00	$28,600.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$8,250.00	$16,500.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$1,375.00	$5,500.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$20.00	$3,200.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$22.00	$1,540.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$27.50	$3,300.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$1,650.00	$1,650.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$1,320.00	$1,320.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,925.00	$3,850.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$1,925.00	$1,925.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$9,350.00	$9,350.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$12,100.00	$108,900.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,750.00	$24,750.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$55.00	$11,550.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$11.00	$5,280.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$5.50	$1,320.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.30	$396.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$13.20	$924.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$165.00	$495.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$616.00	$616.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$2,750.00	$2,750.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$880.00	$2,640.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$3,300.00	$3,300.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$3,000.00	$3,000.00
				Sub-Total Electrical Items	***$264,106.00***

MISCELLANEOUS ITEMS					
ITEM	**DESCRIPTION**	**TOTAL QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
101-1	Mobilization (10%)	1	LS	$26,154.00	$26,154.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$21,451.57	$21,451.57
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$26,154.00	$26,154.00
				Sub-Total Miscellaneous Items	***$74,759.57***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$767,895.97***

GRAND TOTAL INCLUDING BID ALTERNATE	***$836,672.62***

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Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$17,731.31	$17,731.31
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$6.00	$17,700.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$25.00	$73,750.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$250.00	$61,875.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$5,000.00	$30,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$150.00	$7,500.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$200.00	$72,600.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$35.00	$48,300.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$90.00	$900.00
542-70	Concrete Wheel Stops	36	EA	$200.00	$7,200.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$10.00	$15,000.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$5,000.00	$5,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$5.00	$600.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$700.00	$2,800.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$700.00	$1,400.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$700.00	$1,400.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$5.00	$5,500.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$5.00	$500.00
711-11-160	Thermoplastic, White, Message	2	EA	$500.00	$1,000.00
104	SWPPP	1	LS	$1,000.00	$1,000.00
120-6	Earthwork	562	CY	$25.00	$14,050.00
				Sub-Total Roadway Items	***$385,806.31***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$40.00	$10,800.00
BA.02	#5 COARSE AGGREGATE	67	CY	$20.00	$1,340.00
BA.03	#8 COARSE AGGREGATE	41	CY	$20.00	$820.00
BA.04	PERMEABLE PAVERS	483	SY	$99.00	$47,817.00
				Sub-Total Bid Alternate Items	***$60,777.00***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$6,834.84	$6,834.84
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$3,106.75	$3,106.75
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,500.00	$2,500.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$994.15	$994.15
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$2,000.00	$8,000.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$437.72	$875.44
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$320.00	$1,280.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$27.30	$4,368.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$25.50	$1,785.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$37.90	$4,548.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$500.00	$500.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$269.32	$269.32
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,200.00	$2,400.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$6,000.00	$6,000.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$15,000.00	$15,000.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$5,948.45	$53,536.05
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,606.50	$23,458.50
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$46.70	$9,807.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$3.26	$1,564.80
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$3.06	$734.40
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.70	$444.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$3.50	$245.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$35.74	$107.22
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$350.00	$350.00

7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$1,200.00	$1,200.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$60.50	$181.50
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$49.98	$49.98
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$800.00	$800.00
				Sub-Total Electrical Items	***$150,939.95***

MISCELLANEOUS ITEMS					
ITEM	**DESCRIPTION**	**TOTAL QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
101-1	Mobilization (10%)	1	LS	$59,752.33	$59,752.33
102-1	Maintenance of Traffic and Access (5%)	1	LS	$29,876.16	$29,876.16
800-7	Permit Allowance	1	LS	$450.00	$450.00
999	Contingency (10%)	1	LS	$59,752.33	$59,752.33
				Sub-Total Miscellaneous Items	***$149,830.82***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$686,577.08***

GRAND TOTAL INCLUDING BID ALTERNATE	***$747,354.08***

Headley Construction Group, Inc.

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$8,500.00	$8,500.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$19.50	$57,525.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$23.50	$69,325.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$210.00	$51,975.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$7,500.00	$45,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$255.00	$12,750.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$220.00	$79,860.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$30.00	$41,400.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$175.00	$1,750.00
542-70	Concrete Wheel Stops	36	EA	$175.00	$6,300.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$11.50	$17,250.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$16,000.00	$16,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$28.00	$3,360.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$675.00	$2,700.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$700.00	$1,400.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$700.00	$1,400.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$6.00	$6,600.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$8.00	$800.00
711-11-160	Thermoplastic, White, Message	2	EA	$650.00	$1,300.00
104	SWPPP	1	LS	$4,500.00	$4,500.00
120-6	Earthwork	562	CY	$38.00	$21,356.00
				Sub-Total Roadway Items	*$451,051.00*

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$43.00	$11,610.00
BA.02	#5 COARSE AGGREGATE	67	CY	$110.00	$7,370.00
BA.03	#8 COARSE AGGREGATE	41	CY	$110.00	$4,510.00
BA.04	PERMEABLE PAVERS	483	SY	$115.00	$55,545.00
				Sub-Total Bid Alternate Items	*$79,035.00*

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$8,753.00	$8,753.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$5,689.00	$5,689.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$3,501.00	$3,501.00

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$2,626.00	$2,626.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$4,377.00	$17,508.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$2,451.00	$4,902.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$985.00	$3,940.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$21.00	$3,360.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$21.00	$1,470.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$56.00	$6,720.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$586.00	$586.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$1,050.00	$1,050.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$2,101.00	$4,202.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$3,501.00	$3,501.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$3,326.00	$3,326.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$4,201.00	$37,809.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$1,313.00	$11,817.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$71.00	$14,910.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$10.00	$4,800.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$6.00	$1,440.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$5.00	$600.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$8.00	$560.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$800.00	$2,400.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$1,650.00	$1,650.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$3,500.00	$3,500.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$650.00	$1,950.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$2,500.00	$2,500.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$8,800.00	$8,800.00
				Sub-Total Electrical Items	*$163,870.00*

MISCELLANEOUS ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$7,000.00	$7,000.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$4,500.00	$4,500.00
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$15,000.00	$15,000.00
				Sub-Total Miscellaneous Items	*$27,500.00*

GRAND TOTAL NOT INCLUDING BID ALTERNATE	*$642,421.00*

GRAND TOTAL INCLUDING BID ALTERNATE	*$721,456.00*

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$ 63,192.08	$ 63,192.08
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$ 15.46	$ 45,595.20
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$ 17.58	$ 51,872.80
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$ 289.40	$ 71,771.24
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$ 5,972.46	$ 35,834.74
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$ 128.03	$ 6,401.32
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$ 263.59	$ 95,681.51
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$ 19.04	$ 26,275.20
522-2	Concrete Sidewalk (4" Thick)	10	SY	$ 60.48	$ 604.80
542-70	Concrete Wheel Stops	36	EA	$ 72.80	$ 2,620.80
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$ 13.12	$ 19,681.76
581-1-3	Relocate / Remove Existing Trees	1	LS	$ 2,800.00	$ 2,800.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$ 28.00	$ 3,360.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$ 943.04	$ 3,772.16
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$ 1,046.08	$ 2,092.16
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$ 1,046.08	$ 2,092.16
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$ 3.08	$ 3,388.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$ 16.80	$ 1,680.00
711-11-160	Thermoplastic, White, Message	2	EA	$ 504.00	$ 1,008.00
104	SWPPP	1	LS	$ 12,272.40	$ 12,272.40
120-6	EARTHWORK	562	CY	$ 81.70	$ 45,914.96
		Sub-Total Roadway Items			$ 439,723.93

BID ALTERNATE ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$ 17.92	$ 4,838.40
BA.02	#5 COARSE AGGREGATE	67	CY	$ 132.91	$ 8,905.12
BA.03	#8 COARSE AGGREGATE	41	CY	$ 147.29	$ 6,039.04
BA.04	PERMEABLE PAVERS	483	SY	$ 107.99	$ 52,160.64
		Sub-Total Bid Alternate Items			$ 71,943.20

ELECTRICAL ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$ 7,840.00	$ 7,840.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$ 7,280.00	$ 7,280.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$ 5,040.00	$ 5,040.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$ 2,800.00	$ 2,800.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$ 2,800.00	$ 11,200.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$ 3,214.40	$ 6,428.80
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$ 483.84	$ 1,935.36
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$ 12.15	$ 1,944.32
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$ 31.92	$ 2,234.40
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$ 44.24	$ 5,308.80
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$ 1,008.00	$ 1,008.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$ 784.00	$ 784.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$ 1,370.88	$ 2,741.76
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$ 1,370.88	$ 1,370.88
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$ 1,680.00	$ 1,680.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$ 7,769.44	$ 69,924.96
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$ 1,861.44	$ 16,752.96
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$ 89.04	$ 18,698.40
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$ 16.18	$ 7,768.32
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$ 9.91	$ 2,378.88
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$ 5.43	$ 651.84
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$ 20.93	$ 1,464.96
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$ 649.60	$ 1,948.80
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$ 2,800.00	$ 2,800.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$ 2,800.00	$ 2,800.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$ 2,800.00	$ 8,400.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$ 5,600.00	$ 5,600.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$ 3,920.00	$ 3,920.00
		Sub-Total Electrical Items			$ 202,705.44

MISCELLANEOUS ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$ 64,243.00	$ 64,243.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$ 32,121.00	$ 32,121.00
800-7	Permit Allowance	1	LS	$ 1,000.00	$ 1,000.00
999	Contingency (10%)	1	LS	$ 64,243.00	$ 64,243.00
		Sub-Total Miscellaneous Items			$ 161,607.00
		GRAND TOTAL NOT INCLUDING BID ALTERNATE			$ 804,036.37
		GRAND TOTAL INCLUDING BID ALTERNATE			$ 875,979.57

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$83,375.27	$83,375.27
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$5.04	$14,868.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$29.79	$87,880.50
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$244.33	$60,471.68
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$7,871.84	$47,231.04
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$259.53	$12,976.50
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$359.35	$130,444.05
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$22.74	$31,381.20
522-2	Concrete Sidewalk (4" Thick)	10	SY	$185.69	$1,856.90
542-70	Concrete Wheel Stops	36	EA	$75.45	$2,716.20
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$13.00	$19,500.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$75,280.00	$75,280.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$43.40	$5,208.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$603.06	$2,412.24
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$603.06	$1,206.12
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$603.06	$1,206.12
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$7.00	$7,700.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$15.00	$1,500.00
711-11-160	Thermoplastic, White, Message	2	EA	$500.00	$1,000.00
104	SWPPP	1	LS	$10,000.00	$10,000.00
120-6	Earthwork	562	CY	$57.39	$32,253.18
				Sub-Total Roadway Items	***$630,467.00***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$14.62	$3,947.40
BA.02	#5 COARSE AGGREGATE	67	CY	$200.00	$13,400.00
BA.03	#8 COARSE AGGREGATE	41	CY	$200.00	$8,200.00
BA.04	PERMEABLE PAVERS	483	SY	$58.44	$28,226.52
				Sub-Total Bid Alternate Items	***$53,773.92***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$8,947.37	$8,947.37
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$7,894.74	$7,894.74
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,105.26	$2,105.26

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$1,578.95	$1,578.95
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$6,842.11	$27,368.42
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$7,894.74	$15,789.47
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$1,315.79	$5,263.16
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$18.95	$3,031.58
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$21.05	$1,473.68
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$25.00	$3,000.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$15,789.47	$15,789.47
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$1,263.16	$1,263.16
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,842.11	$3,684.21
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$1,842.11	$1,842.11
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$8,947.37	$8,947.37
5.01	LIGHTING - Solar Lighting Poles	9	EA	$11,578.95	$104,210.53
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,631.58	$23,684.21
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$52.63	$11,052.63
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$10.53	$5,052.63
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$0.96	$229.20
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.16	$378.95
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$12.00	$840.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$157.89	$473.68
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$589.47	$589.47
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$2,631.58	$2,631.58
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$842.11	$2,526.32
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$3,157.89	$3,157.89
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$10,526.32	$10,526.32
				Sub-Total Electrical Items	***$273,332.36***

MISCELLANEOUS ITEMS					
ITEM	**DESCRIPTION**	**TOTAL QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
101-1	Mobilization (10%)	1	LS	$40,000.00	$40,000.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$20,000.00	$20,000.00
800-7	Permit Allowance	1	LS	$2,000.00	$2,000.00
999	Contingency (10%)	1	LS	$95,757.33	$95,757.33
				Sub-Total Miscellaneous Items	***$157,757.33***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$1,061,556.68***
GRAND TOTAL INCLUDING BID ALTERNATE	***$1,115,330.60***

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$12,000.00	$12,000.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$20.00	$59,000.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$25.00	$73,750.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$300.00	$74,400.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$3,500.00	$21,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$275.00	$13,750.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$375.00	$136,125.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$30.00	$41,400.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$75.00	$750.00
542-70	Concrete Wheel Stops	36	EA	$75.00	$2,700.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$12.00	$18,000.00
581-1-3	Relocate Flagpole/ Remove Existing Trees	1	LS	$30,000.00	$30,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$15.00	$1,800.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$650.00	$2,600.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$750.00	$1,500.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$650.00	$1,300.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$3.00	$3,300.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$3.00	$300.00
711-11-160	Thermoplastic, White, Message	2	EA	$150.00	$300.00
104	SWPPP	1	LS	$6,000.00	$6,000.00
120-6	Earthwork	562	CY	$40.00	$22,480.00
			Sub-Total Roadway Items		$522,455.00

BID ALTERNATE ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$35.00	$9,450.00
BA.02	#5 COARSE AGGREGATE	67	CY	$50.00	$3,350.00
BA.03	#8 COARSE AGGREGATE	41	CY	$65.00	$2,665.00
BA.04	PERMEABLE PAVERS	483	SY	$50.00	$24,150.00
			Sub-Total Bid Alternate Items		$39,615.00

	ELECTRICAL ITEMS				
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$4,000.00	$4,000.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$2,000.00	$2,000.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$750.00	$750.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$750.00	$750.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$5,000.00	$20,000.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$3,000.00	$6,000.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$400.00	$1,600.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$25.00	$4,000.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$15.00	$1,050.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$30.00	$3,600.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$1,100.00	$1,100.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$500.00	$500.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$475.00	$950.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$550.00	$550.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$3,500.00	$3,500.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$19,000.00	$171,000.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$1,500.00	$13,500.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$30.00	$6,300.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$25.00	$12,000.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$30.00	$7,200.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$35.00	$4,200.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$35.00	$2,450.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$365.00	$1,095.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$250.00	$250.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$250.00	$250.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$125.00	$375.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$500.00	$500.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$3,000.00	$3,000.00
				Sub-Total Electrical Items	$272,470.00

	MISCELLANEOUS ITEMS NOT INCLUDING ALTERNATES				
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$79,492.50	$79,492.50
102-1	Maintenance of Traffic and Access (5%)	1	LS	$39,746.25	$39,746.25
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$79,492.50	$79,492.50
				Sub-Total Miscellaneous Items	$199,731.25

				GRAND TOTAL NOT INCLUDING BID ALTERNATE	$994,656.25
	MISCELLANEOUS ITEMS INCLUDING ALTERNATES				
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$ 83,493.00	$83,493.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$ 41,746.50	$41,746.50
800-7	Permit Allowance	1	LS	$ 1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$ 83,493.00	$83,493.00
				Sub-Total Miscellaneous Items	$209,732.50
				GRAND TOTAL INCLUDING BID ALTERNATE	$1,044,272.50

Invitation to Bid

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

TITLE:

Public Services Parking Lot

ITB NO.:

2026-11-011

DUE DATE:

Thursday, May 28th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: **Tuesday, May 12th, 2026**

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Public Services Parking Lot
No. 2026-11-011

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, May 28th, 2026** (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 and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Public Services Parking Lot ITB# 2026-11-011**". **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 non-mandatory pre-bid meeting is scheduled for **Tuesday, May 19th, 2026, 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 12th, 2026**. 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")

Public Services Parking Lot (the "Project")

Construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 (Invitation to Bid# 2026-11-011).

The Project shall include but not be limited to site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, 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.

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 Friday, May 22nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Friday, May 22nd, 2026, 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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

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, Oldwick, 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 Services Department, 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 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 parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 (Invitation to Bid# 2026-11-011).

The Project shall include but not be limited to site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, 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 GMP based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the GMP.

4.1:

BID FORM

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

The Bid Form is attached as Exhibit "A" to this ITB as an Excel Sheet.

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 and a flash drive of your submittal no later than 11:00 a.m. EST May 28th, 2026.

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 Forms
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 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 22nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 22nd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, May 28th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 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. Commencement

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 Proposal 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 proposal 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 proposal, 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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

_____

_____

Initial Value of Contract: _____ Final Value of Contract: _____

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By _____

For _____

Whose business address is: _____

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

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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# 2026-11-011, 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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

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 Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: _____

Signature: _____ Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** ___ **online notarization**, this ___ day of _____, 202__, by _____. He/She was ____ personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF 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)

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
[redacted]

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: **Public Services Parking Lot**
ITB No. 2026-11-011 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: **Public Services Parking Lot**
ITB No. 2026-11-011 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")
Public Services Parking Lot

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: **Public Services Parking Lot (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-11-011**
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 **Public Services Parking Lot** (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: **Public Services Parking Lot**
CONTRACTOR:
CONTRACT NO: **2026-11-011**
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 **Public Services Parking Lot** 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: **Public Services Parking Lot**

Invitation to Bid#: 2026-11-011

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of 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: **Public Services Parking Lot**

Invitation to Bid#: 2026-11-011

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of 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: **Public Services Parking Lot**

Invitation to Bid#: 2026-11-011

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.

_____ (Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of 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: **Public Services Parking Lot**

Invitation to Bid#: 2026-11-011

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.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

SECTION 10.0: Exhibits

Draft Contract for: Public Services Parking Lot

MASTER AGREEMENT FOR THE _____

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 _____ (the "Company" and, together with the Village, the "Parties"), a Florida corporation, located at _____ and whose Federal Employer Identification Number is _____.

WHEREAS, the Village desires to employ the Company to provide the _____, as more particularly set forth in Exhibit "___" hereto (the "Work"); and

WHEREAS, the Village has solicited for these services via an advertised invitation to bid ("ITB# _____") from the Company; and

WHEREAS, the Company and the Village have agreed to enter into an agreement and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understanding and covenants, the Village and the Company hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2 The term of this Agreement shall commence upon the issuance by the Village of a "Notice to Proceed" ("NTP"), shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

After issuance of the NTP from the Village, the Company shall perform their Work and be finished no later than _____. The Village Manager reserves the right to extend the completion deadline given time factors such as a delay in receipt of materials by the Company, etc. at his sole discretion, with no assessing of damages for failure to meet deadline as described in the signed Agreement.

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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 the Village's ITB, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this Agreement. In the event there is a conflict between the terms of Exhibit ___, or ___, and this Agreement, the terms of this Agreement, including Exhibits ___, ___ and ___ shall prevail and then the following priority is established thereafter:

Exhibit "A": ITB# 2026-11-011

Exhibit "B": Bid Sheet submitted by _____

Exhibit "C": Resolution No. 2026-___

Exhibit "D": Work Authorization

2.2 When the Village requires the Company to perform Services, the Village, by the Division Director, _____, will issue a Work Authorization to the Company stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Company is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 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 company to perform any such Services.

2.5 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

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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 as the Work Authorization. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the Village shall pay the Company in accordance with the Bid Sheet set forth in Exhibit "B" which is attached and made a part of this Agreement.

3.1.2 The Company shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices monthly to:

Village of Palmetto Bay
Public Services Department
9495 SW 180th Street
Palmetto Bay, FL 33157

3.1.3 The Company will clearly state "Final Invoice" on the Company's final/last billing for the Services rendered to the Village. The Company's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Village. This account will be closed upon the Village's receipt of a Final Invoice. The Company waives any charges not properly included on its Final Invoice.

3.1.4 The Village's payment of the Final Invoice shall not constitute evidence of the Village's acceptance of the Company's performance of the Service or the Village's acceptance of any Work.

3.1.5 By submitting an invoice, the Company's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Disputed Invoices

3.2.1 In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, the Village shall notify the Company within fifteen (15)

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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 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.

3.3 Agreement Price. The guaranteed maximum price ("GMP") shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's bid the total amount is _____ ($_____). The Company shall give a detailed description of any Work that requires additional compensation if the Services exceeds the GMP. Any additional compensation must be approved by the Village and which can be denied in its sole discretion. The Company shall fund any additional costs that exceed the GMP if the Company either failed to provide a detailed description and justification for the 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, Public Services Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Only Work that has been signed off as satisfactorily completed can be subject to payment.

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.

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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 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, either for the Village's convenience, by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and 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 **Termination with Cause.** Without waiving the right to terminate, for convenience, this Agreement may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Agreement or causes it to be terminated, for reasons other than the Villages breach of this Agreement, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Agreement Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Agreement will not relieve the Company of any deliverables and work product due prior to the termination of the Agreement, 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 Agreement. 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 Agreement. Additionally, the Company agrees that in the event this Agreement is terminated for the Village's

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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 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

6.4 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.

6.5 Liquidated Damages. The Parties recognize that time is of the essence of this Agreement and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified herein. 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 Dollars and Zero Cents ($1,000.00) for each day after the time specified in this Agreement 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, the Company shall pay the amount due within ten (10) days of written demand by the Village.

7.0 No Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the Village shall have the right to terminate the Agreement

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at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Company shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without the express written consent of the Village.

9.0 Professional Associates and Subcontractors

If the Company requires the assistance of any professional associates or subcontractors in connection with it 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 shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Agreement 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 Agreement amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall

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be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Company); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed)

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

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. 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.

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; Discriminatory Vendor List

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.

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

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work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Company represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

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 Agreement 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.

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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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 contract, 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;

(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

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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 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:

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22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Company acknowledges that during any fiscal year the Village shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Village may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Village may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Village agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Village's performance and obligation to pay the Company under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Company Representations

25.1 The Company hereby represents and warrants the following to the Village:

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25.1.1 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.

25.1.2 Company's performance under this Agreement will not violate or breach any contract or agreement to which the Company is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 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.

25.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 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.

25.1.8 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.

25.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

26.0 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

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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.

27.0 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.

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.

28.0 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.

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29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

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31.0 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:

32.0 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.

33.0 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.

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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 subcontractor to provide an affidavit attesting that the subcontractor 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 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.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 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 is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall

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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.

37.0 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.

38.0 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.

39.0 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.

40.0 Entire Agreement

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

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

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42.0 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 Agreement shall be construed liberally to achieve its intent.

43.0 Counterparts

This Agreement 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 Agreement.

44.0 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 Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Bid Form – ITB# 2026-11-011 **(EXCEL FILE)**

Exhibit "B": PS Parking Lot Plans **(.PDF FILE)**

(***Total of two (2) documents to download with solicitation***)

ConstructionX LLC
2020 NE 163 ST., Suite 300X
North Miami Beach, FL 33162
Email: carreno@constructionxllc.com
Phone: 786-651-7231

June 05, 2026

ConstructionX is pleased to submit our qualifications and proposal for your consideration. Since 2019, ConstructionX has been providing professional general contracting services throughout South Florida, delivering high-quality construction solutions in the Residential, Commercial, and Institutional sectors. Our experience includes new construction, renovations, remodeling, site improvements, facility upgrades, and maintenance projects.

ConstructionX provides complete client satisfaction through quality workmanship, effective communication, safe work practices, and the timely delivery of projects. We understand the importance of meeting schedules and adhering to budgets.

Our management team possesses extensive experience in project management, scheduling, subcontractor coordination, quality control, safety compliance, and client relations. This project will be led by a dedicated, full-time Project Manager who will oversee all phases of the work, from pre-construction through to final completion. The Project Manager will serve as the primary point of contact and will be supported by specialized labor, subcontractors, and administrative staff to ensure the efficient execution and successful delivery of the project.

We appreciate the opportunity to submit our qualifications and look forward to the possibility of working with the Village of Palmetto Bay.

Sincerely,

Rene Carreno

President

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$28,750.00	$28,750.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$10.80	$31,860.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$14.30	$42,185.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High	248	TN	$248.00	$61,380.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$7,600.00	$45,600.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$156.00	$7,800.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic	363	LF	$128.00	$46,464.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$14.10	$19,458.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$574.00	$5,740.00
542-70	Concrete Wheel Stops	36	EA	$165.00	$5,940.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering &	1,500	SY	$19.20	$28,800.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$11,320.00	$11,320.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$126.00	$15,120.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$780.00	$3,120.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$720.00	$1,440.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$770.00	$1,540.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$2.15	$2,365.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$7.20	$720.00
711-11-160	Thermoplastic, White, Message	2	EA	$465.00	$930.00
104	SWPPP	1	LS	$3,890.00	$3,890.00
120-6	Earthwork	562	CY	$11.80	$6,631.60
				Sub-Total Roadway Items	***$371,053.60***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$24.00	$6,480.00
BA.02	#5 COARSE AGGREGATE	67	CY	$120.00	$8,040.00
BA.03	#8 COARSE AGGREGATE	41	CY	$118.00	$4,838.00
BA.04	PERMEABLE PAVERS	483	SY	$155.00	$74,865.00
				Sub-Total Bid Alternate Items	***$94,223.00***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) -	1	EA	$9,860.00	$9,860.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$4,680.00	$4,680.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,560.00	$2,560.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (If not integral)	1	EA	$980.00	$980.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$2,930.00	$11,720.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$2,210.00	$4,420.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$510.00	$2,040.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$12.00	$1,920.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$20.00	$1,400.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$46.00	$5,520.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$2,260.00	$2,260.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$670.00	$670.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,230.00	$2,460.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$1,260.00	$1,260.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$1,920.00	$1,920.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$8,797.00	$79,173.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,020.00	$18,180.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$113.00	$23,730.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$18.00	$8,640.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$9.50	$2,280.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$7.20	$864.00

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$10.80	$756.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$550.00	$1,650.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$950.00	$950.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$2,860.00	$2,860.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$263.00	$789.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$1,450.00	$1,450.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$2,200.00	$2,200.00
				Sub-Total Electrical Items	***$197,192.00***

MISCELLANEOUS ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$66,246.86	$66,246.86
102-1	Maintenance of Traffic and Access (5%)	1	LS	$33,123.43	$33,123.43
800-7	Permit Allowance	1	LS	$10,000.00	$10,000.00
999	Contingency (10%)	1	LS	$66,246.86	$66,246.86
				Sub-Total Miscellaneous Items	***$175,617.15***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$743,862.75***

GRAND TOTAL INCLUDING BID ALTERNATE	***$838,085.75***

Invitation to Bid

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

TITLE:

Public Services Parking Lot

ITB NO.:

2026-11-011

DUE DATE:

Thursday, May 28th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: **Tuesday, May 12th, 2026**

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Public Services Parking Lot
No. 2026-11-011

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, May 28th, 2026** (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 and a flash drive containing a copy of the entire original submission in one (1) sealed* package clearly marked with the bid titled "**Public Services Parking Lot ITB# 2026-11-011**". **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 non-mandatory pre-bid meeting is scheduled for **Tuesday, May 19th, 2026, 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 12th, 2026**. 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")

Public Services Parking Lot (the "Project")

Construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 (Invitation to Bid# 2026-11-011).

The Project shall include but not be limited to site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, 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.

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 Friday, May 22nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Friday, May 22nd, 2026, 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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

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, Oldwick, 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 Services Department, 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 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 parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 (Invitation to Bid# 2026-11-011).

The Project shall include but not be limited to site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, 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 GMP based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the GMP.

4.1:

BID FORM

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

The Bid Form is attached as Exhibit "A" to this ITB as an Excel Sheet.

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 and a flash drive of your submittal no later than 11:00 a.m. EST May 28th, 2026.

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 Forms
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 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 22nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 22nd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, May 28th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 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. Commencement

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 Proposal 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 proposal 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 proposal, 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): Rene Carmona Martinez

Title: Manager.

Company: CONSTRUCTION X LLC

Date: 06/02/2026

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
MOT	Bond Traffic System	3570 NW 62 St. Miami, FL 33147	305-633-3883
CONCRETE	G. Concrete Development	KP-NW 147 St. Miami, FL 33168	561-502-5838
ELECTRICAL	MJCN Electrical Contractor	12550 SW 180 Terr. Miami, FL 33186	786-380-0493
ASPHALT	Boards Paving Maintenance	16301 SW 258 Ln Homestead, FL 33032	786-523-6044
STRIPING	Renew Roads	30104 SW 152 Ct. Homestead, FL 33033	786-657-0259
PAVERS	One stop Pavers	2305 SW 148 Ave. Ste 110, Miramar, FL 33027	954-607-8761
LANDSCAPING	B & G Farm	16190 SW 198 Ave. Miami, FL 33187	305-282-4270

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: CONSTRUCTIONX 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information: Parking Lot Fire Station #71

Scope of Work: Earthwork, site preparation, drainage system, subgrade, base, concrete curb and sidewalk, asphalt, striping and signage.

Initial Value of Contract: 384,590.00 Final Value of Contract: 384,590.00

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: ConstructionX did a great job

Name of Public Entity/Company: Tadeos Engineering LLC

Name of Individual completing this form: Luis de la Hoz

Signature: _____ Title: President

Telephone: 305-903-8816 Email: luis@tadeosengineering.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: Construction x 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent.

Contracted Services Information: Bella Vista Park Reconstruction

Scope of Work: Park Reconstruction: Dock, Plumbing Electrical, Retaining Wall, Paver Installation, Asphalt, Landscaping.

Initial Value of Contract: 524,620.00 Final Value of Contract: 524,620.00

Length of Contract: 8 m

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: I can personally vouch for their integrity, work ethic and adaptability.

Name of Public Entity/Company: Sunny Isles Beach Public Work.

Name of Individual completing this form: Rick Labinsky.

Signature: [signature] Title: Project Manager.

Telephone: 305-971-6168 Email: rlabinsky22@gmail.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: Construction LLC

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

Contracted Services Information: New Sewer Connection and Parking Lot.

Scope of Work: New lateral and connection to the new sewer, Septic tank abandonment, parking lot reconstruction

Initial Value of Contract: 267,484.50 Final Value of Contract: 267,484.50

Length of Contract: 3 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:

Construction is a dedicated and highly organized company.

Name of Public Entity/Company: 1990 BH LLC

Name of Individual completing this form: Darian Bermudez

Signature: DBermudez Title: Manager.

Telephone: 786-269-1168. Email: darian130494@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: _____

Name (typed): Rene Carrera Martinez.

Title: Manager.

Company: CONSTRUCTION X LLC

Date: 06/02/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Rene Correno Martinez, being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: ConstructionX 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): Rene Correno Martinez

Title: Manager

Company: CONSTRUCTIONX LLC

Date: 06/02/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or _ online notarization**, this 02 day of June, 2026, by Rene Cossemo Martinez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official sea

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

Ramiro Garcia
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 Rene Carrera Martinez.

For CONSTRUCTION X LLC

Whose business address is: 2020 NE 163 St., Suite 300X North Miami Beach, FL 33162

And (if applicable) its Federal Employer Identification Number (FEIN) is: 61-1922261

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): Rene Carreno Martinez.

Title: Manager.

Company: CONSTRUCTION X LLC

Date: 06/02/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 02 day of June, 2026, by Rene Carreno Martinez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

_____
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: Rene Carreno Martinez, Manager
(print individual's name and title)

for: CONSTRUCTIONX LLC
(print name of entity submitting sworn statement)

whose business address is: 2020 NE 163 ST., Suite 300X, North Miami Beach FL, 33162

and (if applicable) its Federal Employer Identification Number (FEIN) is: 61-1922260

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.

Signature of Official: _____

Name (typed): Rene Carreno Martinez.

Title: Manager.

Company: CONSTRUCTIONX LLC

Date: 06/02/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or _ online notarization**, this 02 day of June, 2026, by Rene Carmona Martinez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

Ramiro Garcia
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, Rene Carrera Martinez 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:

61-1922261
Federal Employer Identification Number (If none, Social Security Number)

CONSTRUCTIONX LLC
Name of Entity. Individual. Partners or Corporation

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

2020 NE 163 St., Suite 300X, North Miami Beach, FL 33162
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
Rene Carrera Martinez	2020 NE 163 ST. Suite 300X North Miami Beach FL, 33162	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): Rene Carrera Martinez.

Title: Manager

Company: CONSTRUCTION X LLC

Date: 06/02/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 02 day of June, 2026 by Rene Carmona Martinez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We CONSTRUCTIONX LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, Public Services Parking Lot, ITB# 2026-11-011, 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 : CONSTRUCTIONX LLC

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Rene Carrero Martinez.

Title: Manager

Company: CONSTRUCTIONX LLC

Date: 06/02/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 02 day of June, 2026, by Rene Carrero Martinez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

_____
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): Rene Carreno Martinez.

Title: Manager.

Company: CONSTRUCTIONX LLC

Date: 06/02/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 02 day of June, 2026, by Rene Carreno Martinez He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

_____
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 _____ 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): Rene Carrero Martinez.

Title: Manager.

Company: CONSTRUCTIONX LLC

Date: 06/02/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Rene Carreno Martinez. (the individual attesting below), being duly authorized by and on behalf of CONSTRUCTIONLX 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 02 day of June, 2026

Signature of Affiant

Print or Type Name: Rene Carreno Martinez.

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 02 day of June, 2026, by Rene Carmen Hobbs
He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 02 day of June, 2026.

My Commission Expires: 02/05/2029

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

Ramiro Garcia
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: Rene Carmona Martinez.

Title: Manager

Signature: _____ Date: 06/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: CONSTRUCTIONX LLC ("**Company**")

Vendor FEIN: 61-1922261

Address: 2020 NE 163 ST., Ste 300X

City: North Miami Beach State: FL Zip: 33162

Phone number: 786-651-7231 Email Address: carreno@constructionxllc.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: [signature]

Title: Manager.

Signature: Rene Carreno Martinez.

Date: 06/02/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: CONSTRUCTION X LLC

Signature: _____ Title: Manager

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** ___ **online notarization**, this 02 day of JUNE, 2026 by Rene Carreno Martinez. He/She was X personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Ramiro Garcia
My Commission HH 637302
Expires 2/5/2029

_____
NOTARY PUBLIC, STATE OF 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)
CONSTRUCTIONX 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.)
2020 NE 163 ST., Suite 300X

Requester's name and address (optional)

City, state, and ZIP code
North Miami Beach, FL 33162

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
[redacted]

Employer identification number
6 1 - 1 9 2 2 2 6 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 ▶ [signature] Date ▶ 06/02/2026

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, ConstructionX LLC (hereinafter called the Principal), and Frankenmuth Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Michigan 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 amt 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")
Public Services Parking Lot

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 ConstructionX LLC, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Frankenmuth Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 2nd day of June, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

Ramiro Garcia

RAMIRO GARCIA

ATTEST: As per attached power of attorney

LRafford

Lily Rafford, Witness

ConstructionX LLC

By: _____ (Title)
(Principal)

Frankenmuth Insurance Company

By: _____
(Surety) Attorney-in-Fact
Warren M. Alter

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 7868 MICHIGAN

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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz, Russell S. Stampler

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of May, 2025.

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15 day of May, 2025.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

SUSAN L FRESORGER
Notary Public - State of Michigan
County of Saginaw
My Commission Expires Apr 3, 2028
Acting in the County of Saginaw

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 2nd day of June, 2026.

(Seal)

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2026, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of June, 2026.



Sign: _____
Attorney-in-Fact Warren M. Alter

ADDENDUM NO. 1

Date: May 20th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used.

Question No. 1: With regards to the above mentioned project, what is the estimated budget? Florida Blacktop Inc. holds a state issued Underground Utility License (CUC), is FDOT prequalified, and has been operating in the state of Florida performing the work outlined in the ITB for over 40 years. Are we qualified to bid this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

If the Company has a CUC, then the Company would be qualified to bid this work. Please be aware that the Company would need to add an electrical contractor to their subcontractor team.

Question No. 2: The quantity for the solid 24" pipe is not shown in the plans. Can the Village confirm the quantity shown in the bid form is correct?

Response: *Solid 24" pipe quantity is 50ft.*

Question No. 3: The asphalt thickness in the plans does not coincide with the asphalt thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Asphalt thickness is 1.5".*

Question No. 4: The limerock base thickness in the plans does not coincide with the limerock base thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Limerock Base (8") (Primed).*

Question No. 5: Can the Village confirm if the attached permeable paver is acceptable?

Response: *Yes, the pavers provided are acceptable.*

Question No. 6: Is the contractor responsible for relocating the existing flagpole?

Response: *Yes.*

Question No. 7: The electrical drawings are missing from the set of plans. Could you provide them?

Response: *Yes.*

Question No. 8: What is the budget for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Question No. 9: The 3-inch diameter irrigation pipe does not specify the material. Could you please specify the type of material?

Response: *PVC Schedule 40.*

Question No. 10: The 24-inch diameter perforated pipe for the exfiltration trench does not specify the material. Could you please specify the type of material?

Response: *ADS N-12 pipe.*

Question No. 11: Could you provide the specifications for the permeable pavers specified in the bid alternate?

Response: *An acceptable sample has been attached. Please submit intended pavers for review.*

Question No. 12: Could you provide the specification of the solar lighting poles and pole foundations?

Response: *Plans Drawing No: E-501 & E-502.*

Question No. 13: Could you provide a detailed view of the stamped asphalt pattern for the speed bump?

Response: *It is not necessary for the speed hump to be stamped asphalt.*

Question No. 14: Item 430-175-124: "Pipe, Optional Material, Round, 24" S/CD." Is this item part of the base bid? Where is this pipe located on Plan Sheets C-07?

Response: *24" Solid pipe is 50ft. (5ft connections from drain structures to proposed French drains).*

Question No. 15: The bid form does not specify the quantity of 24-inch solid pipe connecting to the catch basins and the perforated pipes in the exfiltration trenches, which amount to approximately 60 feet. Could you clarify whether Article 430-175-124 refers to this solid pipe?

Response: *24" Solid pipe is 50ft.*

Question No. 16: Item 334-3-23 specifies a 1-inch-thick asphalt concrete friction course (Traffic C, Type FC-9.5, high polymer content), and Sheet C-08 specifies a 1-1/2-inch-thick concrete surface course (Type S-III). What is the correct asphalt thickness and type for the parking lot on this project?

Response: *Asphalt 1.5" thickness*

Question No. 17: The bid alternate item BA.01 description- reinforced concrete curb border is not clear what kind of reinforcement will be needed for this concrete curb. Could you specify the reinforcement that is required for this concrete curb border?

Response: *2 #4 rebars on the permeable pavers parking stall detail on sheet C-08*

Question No. 18: The plans specify 8 inches of LBR 100 for the base in the parking area, whereas Item 210-1-1 of the bid form requires a minimum of 12 inches. What is the correct thickness?

Response: *8 inches.*

Question No. 19: The bid form specifies 165 tons of asphalt for a thickness of 1 inch, whereas the plans require 1-1/2 inches, which corresponds to 230 tons. Please advise us on how to proceed.

Response: *247.5 tons.*

Question No. 20: Alternative Bid Item BA.01 (Reinforced Concrete Curb) indicates a total of 207 linear feet, but the correct quantity is 296 linear feet. Please advise us regarding this matter.

Response: *The correct number is 270 LF, the two stalls on the NE end are not parking and will therefore not have reinforced concrete curb because they will not have pavers.*

Question No. 21: The bid form, under the heading "Miscellaneous Items: Allowance for Permits" (Item 800-7), does not specify the percentage or the amount. Could you please provide this information?

Response: *The permitting amount will be set at a max of $1,000. Final permitting amount to be determined during the permitting process.*

Question No. 22: Can the Village of Palmetto Bay provide a set of electrical plans?

Response: *Please see attached "Addendum #1 - ITB# 2026-11-011 – Electrical Set".*

Question No. 23: Will the Village extend the bid opening date?

Response: *Thursday, June 4th, 2026, on or before 11:00 a.m. Please see below the updated Schedule of Events.*

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 29th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 29th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 4th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Question No. 24: What is the project schedule and the number of days for completion?

Response: *Nine (9) months from the Notice to Proceed date.*

Question No. 25: A 5% bid bond is required with the bid?

Response: *For construction contracts exceeding fifty thousand dollars ($50,000.00), contractors shall submit the following with the bid documents:*

a. A bid guarantee equal to five percent (5%) of the bid price.

Question No. 26: Is relocation of the flagpole in our scope?

Response: *Yes.*

Question No. 27: Could you please provide us with the engineering estimate for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor CONSTRUCTIONLX LLC

Date Addendum Received 05/20/2026

Total Pages of Addendum including Acknowledgement 6

Print Name Rene Carreno Martinez.

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. 2

Date: May 29th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #2 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Question No. 1: There is no pay item for the items required by SWPP plan sheet C-11. Will a pay item be added for these items, including but not limited to: silt fence, inlet protection, tracking pad, filing of NOI, monitoring and reporting, bracing/protection of existing trees to remain, dust control, and street sweeping?

Response: *A lump sum SWPPP Pay Item will be added to the bid form.*

Question No. 2: Under which pay item will the perimeter berm construction be paid?

Response: *A pay item will be added for Earthwork (CY).*

Question No. 3: Please confirm all sod required for the restoration of existing conditions where berm construction is beyond the limits of proposed grading, will be paid under the sod line item.

Response: *Yes, where berm construction is beyond the limits of proposed grading, all required sod restoration will be paid under the sod line item.*

Question No. 4: Please provide the foundation details for the proposed relocated flagpole.

Response: *Please see attached "Addendum #2 – ITB# 2026-11-011 – Flagpole".*

Question No. 5: Under what pay item will relocation of the existing flagpole be paid?

Response: *Under Relocation pay item 581-1-3.*

Question No. 6: Will the Contractor be required to hire a Quality Control lab for density and soil testing or will this be handled by the Village?

Response: *The contractor shall provide the densities.*

Question No. 7: Please confirm there is no proposed fencing in this project scope of work.

Response: *There is no proposed fencing in this project.*

Question No. 8: Are there any known underground utilities in the proposed construction footprint?

Response: *The contractor will have to call for locates before starting the project.*

Question No. 9: Our aggregate supplier has never heard of #5 and #8 coarse aggregate. Can the Village of Palmetto Bay provide another name or description of these materials?

Response: *Please see aggregate size information below:*

#5 Coarse Aggregate (3/4" - 1")

#8 Coarse Aggregate (3/8" - 1/2")

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor CONSTRUCTION X LLC

Date Addendum Received 05/29/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Rene Carrera Martinez.

Signature

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

ADDENDUM NO. 3

Date: June 3rd, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Clarification No. 1: Regarding the alternative items (BA.02 and BA.03), the total quantities for these items appear to be reversed, given that the No. 5 coarse aggregate has a thickness of 5 inches and the No. 8 coarse aggregate has a thickness of 3 inches; assuming the area is the same for both—483 square yards—the quantity for the No. 5 coarse aggregate should be 67 cubic yards, and the quantity for the No. 8 coarse aggregate should be 41 cubic yards. Please advise.

Response: *Correct, please see attached "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor CONSTRUCTIONX LLC

Date Addendum Received 06/03/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Rene Carrero Martinez.

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

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

CARRENO MARTINEZ, RENE

CONSTRUCTIONX LLC
6690 W 5TH PL
HIALEAH FL 33012

LICENSE NUMBER: CGC1527922

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2026

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: PANACO INSURANCE 12972 SW 133 CT MIAMI, FL 33186	CONTACT NAME: Robert Reinhardt PHONE (A/C, No, Ext): 786-732-6705 FAX (A/C, No): 786-732-6706 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Trisura Specialty Insurance Co	
INSURED: CONSTRUCTIONX LLC 2020 NE 163rd ST SUITE 300X North Miami Beach, FL 33162	INSURER B : Infinity Commercial Auto	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NRG-DBG-GL02880	08/09/2025	08/09/2026	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 $ 5,000 $ 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			50017399401	09/13/2025	09/13/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000.000 $ $ $ $ 10,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL CONSTRUCTION

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 East Hibiscus St.
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Reinhardt

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2026

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.

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PRODUCER ACCURATE GROUP 8300 West Flagler, Suite 114 Miami FL 33144	CONTACT NAME: LUCIA ESTRELLA PHONE (A/C, No, Ext): (305) 226-8727 FAX (A/C, No): 786-947-0844 E-MAIL ADDRESS: accurate.certificates@gmail.com
INSURED Constructionx LLC 6690 West 5th place Hialeah FL 33012	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : StarStone National Insurance Company — 25496 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TA0262630	1/19/2026	1/19/2027	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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Pre-Bid Meeting Sign-in Sheet ITB# 2026-11-011

Public Services Parking Lot

May 19th, 2026 @ 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	Gavarrete Inc.	Norma M Gavarrete	Gavarretenice@gmail.com nge@gavarreteinc.com	3/443-9404
2	FLORIDA BLACKTOP	PAUL ELLMANS	PAUL @ FLORIDABLACKTOPINC.COM	954/943-9700
3	Team Contracting, Inc	MICHEL OCANA	mocana@team-contracting.com	(305) 207-9799
4	Village of Palmetto Bay	Danny Casals Danny Casals	dcasals@palmettobay-fl.gov	305 969-5091
5	Construction X LLC	Rene Carrero	CARRERO@constructionXLLC.com	786-651-7231
6				
7				
8				
9				
10				

GAVARRETE INC.

GENERAL CONTRACTORS

CGC 1508835

SUBMITTAL PACKAGE

For

VILLAGE OF PALMETTO BAY

ITB#2026-11-011

PUBLIC SERVICES PARKING LOT

Deadline Date: JUNE 4, 2026

By

Jose Gavarrete

GAVARRETE INC.

4872 SW 72 Ave

Miami, FL 33155

305-443-9404

GAVARRETE INC.
GENERAL CONTRACTORS
CGC 1508835

Letter of Intent

Date: June 4, 2026

To: Village of Palmetto Bay
Attn: Alessia Bencomo

Project: Public Services Parking Lot-#2026-11-011

Dear Alessia Bencomo,

This letter is to advise and notify you that our company Gavarrete Inc intend to successfully execute, perform and provide our top-quality workmanship for the work described for the Parking Lot project for the Village of Palmetto Bay. We hereby declare our commitment to participate fully, and we understand the requirements for successful completion for this project. Our company has been in operation since 1980 by Luis Gavarrete and passed on ownership to son Jose Gavarrete which also holds current CGC, CPC licenses and experience combined is well over 90 years of providing general construction services. Our projects include public sectors throughout Miami Dade County, mostly specializing in projects for the City of Coral Gables, Miami Dade County, Florida International University, Broward County and private projects from Broward County to Monroe County. If awarded, we will provide the services requested in the project documents, in compliance with the terms in the Agreement, for the prices submitted within our bid.

Thank you for your time and consideration

Respectfully,

Jose Gavarrete
President
Gavarrete Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2026

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PRODUCER	CONTACT NAME: FrankCrum Certificate Department	
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE (A/C, No, Ext): (727) 799-1229	FAX (A/C, No):
	E-MAIL ADDRESS: certs@frankcrum.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A: **Frank Winston Crum Insurance Company**	**11600**
INSURED	INSURER B:	
	INSURER C:	
FrankCrum L/C/F Gavarrete Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1592696 **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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202600000	01/01/2026	01/01/2027	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 03/26/2014, coverage is for 100% of the employees of FrankCrum leased to Gavarrete Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Village of Palmetto Bay, Florida
9705 E Hibiscus St
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2026

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

State Farm

Ileana Cabrera-Rodriguez
1925 Ponce De Leon Blvd
Coral Gables FL 331344412

CONTACT NAME: Ileana Cabrera-Rodriguez
PHONE (A/C, No, Ext): 305-529-9966 **FAX (A/C, No):**
E-MAIL ADDRESS: ileana.cabrera-rodriguez.cyzb@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

GAVARRETE INC
4990 SW 72ND ST STE 109
MIAMI FL 33143

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			348 5161-B24-59Y	02/24/2026	08/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N				BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rodriguez

This form was system-generated on 06/03/2026

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dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

14:40:52 PM 6/3/2026 EST

License Information

Name	GAVARRETE, JOSE LUIS (Primary Name)
DBA Name	GAVARRETE INC
Main Address	824 GENOA ST CORAL GABLES Florida 33134
County	Dade

License Information

License Type	Certified General Contractor
Rank	Cert General
License Number	CGC1533001
Status	Current,Active

Licensure Date	10/26/2022
Expires	08/31/2026
Special Qualifications	**Qualification Effective**
Construction Business	10/26/2022
Alternate Names	

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 | Email: Customer Contact Center | Customer Contact Center: (850) 487.1395

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- AB&T Delinquent Invoice & Activity List Search

HOME | CONTACT US | MY ACCOUNT

LICENSEE DETAILS

14:41:53 PM 6/3/2026 EST

License Information

Name	GAVARRETE, JOSE LUIS (Primary Name)
Main Address	824 GENOA ST CORAL GABLES Florida 33134
County	Dade

License Information

License Type	Certified Building Contractor
Rank	Cert Building
License Number	CBC1256162
Status	Current,Inactive
Licensure Date	01/11/2008

Expires	08/31/2026
Special Qualifications	**Qualification Effective**
Alternate Names	

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 | Email: Customer Contact Center | Customer Contact Center: (850) 487.1395

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dbpr

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LICENSEE DETAILS

14:42:30 PM 6/3/2026 EST

License Information

Name	GAVARRETE, LUIS (Primary Name)
DBA Name	GAVARRETE INC
Main Address	4872 SW 72ND AVE MIAMI Florida 33155
County	Dade
License Location	4872 SW 72ND AVE MIAMI Florida 33155
County	Dade

License Information

License Type	Certified General Contractor
Rank	Cert General

License Number	CGC1508835
Status	Current,Active
Licensure Date	04/08/2005
Expires	08/31/2026
Special Qualifications	Qualification Effective
Construction Business	05/17/2007
Alternate Names	

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 | Email: Customer Contact Center | Customer Contact Center: (850) 487.1395

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ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$79,733.20	$79,733.20
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$7.96	$23,482.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$21.22	$62,599.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$160.54	$39,733.65
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$8,376.00	$50,256.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$92.14	$4,607.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$97.72	$35,472.36
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$77.55	$107,019.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$69.80	$698.00
542-70	Concrete Wheel Stops	36	EA	$167.52	$6,030.72
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$10.47	$15,705.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$10,888.80	$10,888.80
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$24.43	$2,931.60
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$537.46	$2,149.84
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$921.36	$1,842.72
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$537.46	$1,074.92
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$2.09	$2,299.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$3.07	$307.00
711-11-160	Thermoplastic, White, Message	2	EA	$300.14	$600.28
104	SWPPP	1	LS	$8,096.80	$8,096.80
120-6	Earthwork	562	CY	$69.80	$39,227.60
				Sub-Total Roadway Items	*$494,754.49*

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$32.00	$8,640.00
BA.02	#5 COARSE AGGREGATE	67	CY	$52.00	$3,484.00
BA.03	#8 COARSE AGGREGATE	41	CY	$58.00	$2,378.00
BA.04	PERMEABLE PAVERS	483	SY	$138.66	$66,972.78
				Sub-Total Bid Alternate Items	*$81,474.78*

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$18,772.33	$18,772.33
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$8,376.00	$8,376.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,792.00	$2,792.00

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$3,350.40	$3,350.40
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$7,133.85	$28,535.40
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$3,043.28	$6,086.56
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$670.08	$2,680.32
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$18.57	$2,971.20
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$18.57	$1,299.90
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$30.71	$3,685.20
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$2,582.60	$2,582.60
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$586.32	$586.32
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,396.00	$2,792.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$907.40	$907.40
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$1,675.20	$1,675.20
5.01	LIGHTING - Solar Lighting Poles	9	EA	$15,914.40	$143,229.60
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$3,769.20	$33,922.80
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$8.45	$1,774.50
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$8.38	$4,022.40
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$4.89	$1,173.60
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.07	$368.40
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$6.28	$439.60
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$949.28	$2,847.84
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$1,675.20	$1,675.20
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$1,186.60	$1,186.60
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$369.94	$1,109.82
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$6,980.00	$6,980.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$2,512.80	$2,512.80
				Sub-Total Electrical Items	*$288,335.99*

MISCELLANEOUS ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$196,627.44	$196,627.44
102-1	Maintenance of Traffic and Access (5%)	1	LS	$32,788.00	$32,788.00
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$71,858.80	$71,858.80
				Sub-Total Miscellaneous Items	*$302,274.24*

GRAND TOTAL NOT INCLUDING BID ALTERNATE	*$1,085,364.72*

GRAND TOTAL INCLUDING BID ALTERNATE	*$1,166,839.50*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Gavarrete, 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 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 Amount of 5% Dollars ($Amount of 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")
Public Services Parking Lot

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 Gavarrete, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President 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 Attorney-in-Fact, under its corporate seal, this 04 day of June, and attested by its Secretary, A.D., 2026.

ATTEST:

_____

_____

By: _____ (Title)
(Principal) Jose Gavarrete, President

ATTEST:

Jahaira Parrales

Erika Caceres

By: Joshua Roberts
(Surety) Attorney-in-Fact
Joshua Roberts, Attorney-in-Fact

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

(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:

Joshua Roberts; Orlando Cruz; John Burke

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 20th day of December, 2024.

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 04 day of June, 2026

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 1/2025

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 proposal 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 proposal, 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): Jose Gavarrete

Title: President

Company: Gavarrete Inc

Date: 6-2-26

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
CIVIL & DRAINAGE	CX Builders	6954 NW 51st St. Miami, FL 33166	305-204-2804
ELECTRICAL	Airport Consulting Group	16161 SW 79th Terr. Miami FL 33193	786 554 6864
CONCRETE VENDOR	Johnnix Concrete	4730 NW 128th St Opalocka FL. 33054	786-233-4818
IRRIGATION	Napoles Irrigation	10944 SW 119 St. Miami FL 33176	786-269-5657 305-796-3058

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: VARIOUS CITY CONTRACTS INVOLVING SELECTIVE DEMO, SHELL CONSTRUCTION, SHORING, WATERPROOFING, DRYWALL

Initial Value of Contract: +/- $500,000 Final Value of Contract: +/- $500,000

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:

GRAVAGRISTE HAS PROVEN TO BE A PROVEN GENERAL CONTRACTOR. THEY HAVE GONE ABOVE & BEYOND THE PROJECT'S SCOPE OF WORK. THEY HAVE BEEN VERY RESPONSIVE & WILL CONTINUE TO USE THEM ON OUR PROJECTS.

Name of Public Entity/Company: CITY OF CORAL GABLES

Name of Individual completing this form: ERNESTO PINO

Signature: _____ Title: CHIEF PROJECT MANAGER

Telephone: 305 460-5004 Email: EPINO@CORALGABLES.COM

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: GAVARRETE INC. GENERAL CONTRACTORS

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: MULTIPLE PROJECTS - DEMOLITION AN CLEAN UP - CONCRETE/STUCCO. HISTORICAL PROJECTS, KEYSTONE LIME ROCK RESTORATION - ENTRANCEWAYS - GENERAL CONSTRUCTION AND PINSHES.

Initial Value of Contract: VARIES Final Value of Contract: MULTIPLE PROJECTS

Length of Contract: 10+ YEARS MULTIPLE 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:

N/A

Comments:

THIS CONTRACTOR HAS CONSISTENTLY PROVIDED EXCELLENT GENERAL SERVICES, DEMONSTRATING PROFESSIONALISM, QUALITY WORKMANSHIP, RELIABILITY, AND TIMELY PROJECT COMPLETION. I CONFIDENTLY RECOMMEND THEM FOR FUTURE PROJECTS.

Name of Public Entity/Company: CITY OF CORAL GABLES - GENERAL SERVICES PUBLIC WORKS.

Name of Individual completing this form: RALPH RODRIGUEZ, ENV SP

Signature: _____ Title: Asst. Director Public Works

Telephone: (305) 460-5014 Email: rrodrigue21@coralgables.com.

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: Gavarrete, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage repairs to an existing building surface parking lot drainage system.

Initial Value of Contract: $67,580.00 Final Value of Contract: $67,580.00

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:

Gavarrete, Inc. is under continous services contract with Florida International University, the project described above is just one of several project they have done for the University. Every WO/PO that I have personally work with Gavarrete, Inc., they have consistently performed well, work quality and professionalism is outstanding.

Name of Public Entity/Company: Florida International University, Facilities Management Construction

Name of Individual completing this form: Fernando Larios

Signature: Fernando Larios Digitally signed by Fernando Larios Date: 2026.06.02 11:26:30 -04'00' Title: Construction Project Manager II

Telephone: (305) 348-3264 Email: flarios@fiu.edu

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): Jose Gavarrete

Title: President

Company: Gavarrete Inc.

Date: 6/2/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jose Gavarrete being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Gavarrete 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): Jose Gavarrete

Title: Prendent

Company: Gavarrete Inc.

Date: 6-2-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of JUNE, 2026, by JOSE GAVARRETE. He/She was X personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

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 Jose Gavarrete

For Gavarrete Inc

Whose business address is: 4872 SW 72nd Ave Miami, FL 33155

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1972778

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): Jose Gavarrete

Title: President

Company: Gavarrete Inc

Date: 6-2-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of June, 2026 by Jose Gavarrete. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

_____
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: Jose Gavarrete
(print individual's name and title)

for: GAVARRETE INC
(print name of entity submitting sworn statement)

whose business address is: Gavarrete Inc. 4872 SW 72 AVE., MIAMI, FL 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1972778

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.

Signature of Official: _____

Name (typed): Jose Gavarrete

Title: President

Company: Gavarrete Inc.

Date: 6-2-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of June, 2026, by Jose Gavarrete. He/She was X personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

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, Jose Gavarrete being first duly sworn state:

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

59-1972778

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

Gavarrete Inc

Name of Entity, Individual, Partners or Corporation

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

4872 SW 72nd Ave. 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
Jose Luis Gavarrete	4872 SW 72 Ave	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:

Luis Gavarrete

Signature of Official: _____

Name (typed): Jose Gavarrete

Title: President

Company: Gavarrete Inc

Date: 6-2-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of JUNE, 2026, by JOSE GAVARRETE. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Gavarrete 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# 2026-11-011, 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): Jose Gavarrete

Title: President

Company: Gavarrete Inc

Date: 6-2-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of June, 2026 by Jose Gavarrete. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

_____
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): Jose Gavarrete

Title: President

Company: Gavarrete Inc.

Date: 6-2-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of June, 2026, by Jose Gavarrete. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

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

Signature of Official: _____

Name (typed): Jose Gavarrete

Title: President

Company: Gavarrete Inc

Date: 6-2-26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jose Gavarrete (the individual attesting below), being duly authorized byand on behalf of GAVARRETE 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 2 day of June, 2026

Signature of Affiant

Print or Type Name: Jose Gavarrete

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 2 day of June, 2026, by Jose Gavarrete. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 2 day of June, 2026.

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

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: Jose Gavarrete

Title: President

Signature: _____ Date: 6-2-26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Gavarrete Inc ("Company")

Vendor FEIN: 59-1972778

Address: 4872 SW 72nd Ave.

City: Miami State: Florida Zip: 33155

Phone number: 305-443-9404 Email Address: gavarreteinc@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: Jose Gavarrete

Title: President

Signature: [signature]

Date: 6-2-26

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Gavarrete Inc.

Signature: _____ Title: President

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ___ **physical presence or** ___ **online notarization**, this 2 day of June, 2026, by Jose Gavarrete. He/She was X personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

AILEEN E ALZOLA
MY COMMISSION #HH272550
EXPIRES: JUN 06, 2026
Bonded through 1st State Insurance

_____
NOTARY PUBLIC, STATE OF 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)

Business name/disregarded entity name, if different from above
GAVARRETE 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.)
4872 SW 72nd Ave

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
[redacted]

Employer identification number
59-1971778

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** ▶ 6-2-24

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: Gavarrete Inc
Company

4872 SW 72nd Ave Miami, FL 33155
Address

ATT: Jose Gavarrete, President
Name and Title

PROJECT DESCRIPTION: **Public Services Parking Lot**
ITB No. 2026-11-011 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: Gavarrete Inc.
Company

4872 SW 72nd Ave, Miami, FL 33155
Address

ATT: Jose Gavarrete, President
Name and Title

PROJECT DESCRIPTION: **Public Services Parking Lot**
ITB No. 2026-11-011 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 26 Completion date shall be _____, 20 26

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

ADDENDUM NO. 1

Date: May 20th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used.

Question No. 1: With regards to the above mentioned project, what is the estimated budget? Florida Blacktop Inc. holds a state issued Underground Utility License (CUC), is FDOT prequalified, and has been operating in the state of Florida performing the work outlined in the ITB for over 40 years. Are we qualified to bid this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

If the Company has a CUC, then the Company would be qualified to bid this work. Please be aware that the Company would need to add an electrical contractor to their subcontractor team.

Question No. 2: The quantity for the solid 24" pipe is not shown in the plans. Can the Village confirm the quantity shown in the bid form is correct?

Response: *Solid 24" pipe quantity is 50ft.*

Question No. 3: The asphalt thickness in the plans does not coincide with the asphalt thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Asphalt thickness is 1.5".*

Question No. 4: The limerock base thickness in the plans does not coincide with the limerock base thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Limerock Base (8") (Primed).*

Question No. 5: Can the Village confirm if the attached permeable paver is acceptable?

Response: *Yes, the pavers provided are acceptable.*

Question No. 6: Is the contractor responsible for relocating the existing flagpole?

Response: *Yes.*

Question No. 7: The electrical drawings are missing from the set of plans. Could you provide them?

Response: *Yes.*

Question No. 8: What is the budget for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Question No. 9: The 3-inch diameter irrigation pipe does not specify the material. Could you please specify the type of material?

Response: *PVC Schedule 40.*

Question No. 10: The 24-inch diameter perforated pipe for the exfiltration trench does not specify the material. Could you please specify the type of material?

Response: *ADS N-12 pipe.*

Question No. 11: Could you provide the specifications for the permeable pavers specified in the bid alternate?

Response: *An acceptable sample has been attached. Please submit intended pavers for review.*

Question No. 12: Could you provide the specification of the solar lighting poles and pole foundations?

Response: *Plans Drawing No: E-501 & E-502.*

Question No. 13: Could you provide a detailed view of the stamped asphalt pattern for the speed bump?

Response: *It is not necessary for the speed hump to be stamped asphalt.*

Question No. 14: Item 430-175-124: "Pipe, Optional Material, Round, 24" S/CD." Is this item part of the base bid? Where is this pipe located on Plan Sheets C-07?

Response: *24" Solid pipe is 50ft. (5ft connections from drain structures to proposed French drains).*

Question No. 15: The bid form does not specify the quantity of 24-inch solid pipe connecting to the catch basins and the perforated pipes in the exfiltration trenches, which amount to approximately 60 feet. Could you clarify whether Article 430-175-124 refers to this solid pipe?

Response: *24" Solid pipe is 50ft.*

Question No. 16: Item 334-3-23 specifies a 1-inch-thick asphalt concrete friction course (Traffic C, Type FC-9.5, high polymer content), and Sheet C-08 specifies a 1-1/2-inch-thick concrete surface course (Type S-III). What is the correct asphalt thickness and type for the parking lot on this project?

Response: *Asphalt 1.5" thickness*

Question No. 17: The bid alternate item BA.01 description- reinforced concrete curb border is not clear what kind of reinforcement will be needed for this concrete curb. Could you specify the reinforcement that is required for this concrete curb border?

Response: *2 #4 rebars on the permeable pavers parking stall detail on sheet C-08*

Question No. 18: The plans specify 8 inches of LBR 100 for the base in the parking area, whereas Item 210-1-1 of the bid form requires a minimum of 12 inches. What is the correct thickness?

Response: *8 inches.*

Question No. 19: The bid form specifies 165 tons of asphalt for a thickness of 1 inch, whereas the plans require 1-1/2 inches, which corresponds to 230 tons. Please advise us on how to proceed.

Response: *247.5 tons.*

Question No. 20: Alternative Bid Item BA.01 (Reinforced Concrete Curb) indicates a total of 207 linear feet, but the correct quantity is 296 linear feet. Please advise us regarding this matter.

Response: *The correct number is 270 LF, the two stalls on the NE end are not parking and will therefore not have reinforced concrete curb because they will not have pavers.*

Question No. 21: The bid form, under the heading "Miscellaneous Items: Allowance for Permits" (Item 800-7), does not specify the percentage or the amount. Could you please provide this information?

Response: *The permitting amount will be set at a max of $1,000. Final permitting amount to be determined during the permitting process.*

Question No. 22: Can the Village of Palmetto Bay provide a set of electrical plans?

Response: *Please see attached "Addendum #1 - ITB# 2026-11-011 – Electrical Set".*

Question No. 23: Will the Village extend the bid opening date?

Response: *Thursday, June 4th, 2026, on or before 11:00 a.m. Please see below the updated Schedule of Events.*

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 29th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 29th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 4th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Question No. 24: What is the project schedule and the number of days for completion?

Response: *Nine (9) months from the Notice to Proceed date.*

Question No. 25: A 5% bid bond is required with the bid?

Response: *For construction contracts exceeding fifty thousand dollars ($50,000.00), contractors shall submit the following with the bid documents:*

a. A bid guarantee equal to five percent (5%) of the bid price.

Question No. 26: Is relocation of the flagpole in our scope?

Response: *Yes.*

Question No. 27: Could you please provide us with the engineering estimate for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor GAVARRETE INC

Date Addendum Received 5-20-26

Total Pages of Addendum including Acknowledgement 6

Print Name JOSE GAVARRETE

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. 2

Date: May 29th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #2 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Question No. 1: There is no pay item for the items required by SWPP plan sheet C-11. Will a pay item be added for these items, including but not limited to: silt fence, inlet protection, tracking pad, filing of NOI, monitoring and reporting, bracing/protection of existing trees to remain, dust control, and street sweeping?

Response: *A lump sum SWPPP Pay Item will be added to the bid form.*

Question No. 2: Under which pay item will the perimeter berm construction be paid?

Response: *A pay item will be added for Earthwork (CY).*

Question No. 3: Please confirm all sod required for the restoration of existing conditions where berm construction is beyond the limits of proposed grading, will be paid under the sod line item.

Response: *Yes, where berm construction is beyond the limits of proposed grading, all required sod restoration will be paid under the sod line item.*

Question No. 4: Please provide the foundation details for the proposed relocated flagpole.

Response: *Please see attached "Addendum #2 – ITB# 2026-11-011 – Flagpole".*

Question No. 5: Under what pay item will relocation of the existing flagpole be paid?

Response: *Under Relocation pay item 581-1-3.*

Question No. 6: Will the Contractor be required to hire a Quality Control lab for density and soil testing or will this be handled by the Village?

Response: *The contractor shall provide the densities.*

Question No. 7: Please confirm there is no proposed fencing in this project scope of work.

Response: *There is no proposed fencing in this project.*

Question No. 8: Are there any known underground utilities in the proposed construction footprint?

Response: *The contractor will have to call for locates before starting the project.*

Question No. 9: Our aggregate supplier has never heard of #5 and #8 coarse aggregate. Can the Village of Palmetto Bay provide another name or description of these materials?

Response: *Please see aggregate size information below:*

#5 Coarse Aggregate (3/4" – 1")

#8 Coarse Aggregate (3/8" – 1/2")

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor GAVARRETE INC

Date Addendum Received 5-28-26

Total Pages of Addendum including Acknowledgement 3

Print Name JOSE GAVARRETE

Signature

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

ADDENDUM NO. 3

Date: June 3rd, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Clarification No. 1: Regarding the alternative items (BA.02 and BA.03), the total quantities for these items appear to be reversed, given that the No. 5 coarse aggregate has a thickness of 5 inches and the No. 8 coarse aggregate has a thickness of 3 inches; assuming the area is the same for both—483 square yards—the quantity for the No. 5 coarse aggregate should be 67 cubic yards, and the quantity for the No. 8 coarse aggregate should be 41 cubic yards. Please advise.

Response: *Correct, please see attached "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor GAVARRETE INC

Date Addendum Received 6-3-26

Total Pages of Addendum including Acknowledgement 2

Print Name JOSE GAVARRETE

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.

HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

ITB NO.: 2026-11-011
PUBLIC SERVICES PARKING LOT

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

BID DATE AND TIME:
Thursday, June 4, 2026
11:00 A.M.

Hahn Construction Engineering Contractors, Inc.
23555 S. W. 153 Ct., Homestead, FL 33032
O: (305) 247-4272
E-Mail: info@hahncec.com / www.hahncec.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hahn Construction Engineering Contractors, Inc. (hereinafter called the Principal), and The Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of NH 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")
Public Services Parking Lot

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Hahn Construction Engineering Contractors, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Ohio Casualty Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 4th day of June, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

Patty Hahn, Witness

Hahn Construction Engineering Contractors, Inc.
23555 SW 153 Ct., Homestead, FL 33032

By: _____ (Title)
(Principal)

ATTEST: ** Please See Power of Attorney Attached **

Michelle Ramirez, Witness

The Ohio Casualty Insurance Company
175 Berkeley Street, Boston, MA 02116

By: _____
(Surety) Attorney-in-Fact
Jarrett Merlucci, 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

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

Certificate No: **8213370-964011**

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

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of March, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 4th day of June, 2026.

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.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received May 20, 2026

Total Pages of Addendum including Acknowledgement 6

Print Name Michael Hahn

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received May 29, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Michael Hahn

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received June 3, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Michael Hahn, President

Signature

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

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$3,000.00	$3,000.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$4.50	$13,275.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$20.00	$59,000.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$280.00	$69,300.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$3,810.00	$22,860.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$88.00	$4,400.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$363.20	$131,841.60
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$22.00	$30,360.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$67.50	$675.00
542-70	Concrete Wheel Stops	36	EA	$70.00	$2,520.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$17.90	$26,850.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$33,500.00	$33,500.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$15.00	$1,800.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$500.00	$2,000.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$500.00	$1,000.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$500.00	$1,000.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$1.20	$1,320.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$1.20	$120.00
711-11-160	Thermoplastic, White, Message	2	EA	$300.00	$600.00
104	SWPPP	1	LS	$5,400.00	$5,400.00
120-6	Earthwork	562	CY	$32.40	$18,208.80
				Sub-Total Roadway Items	*$429,030.40*

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$24.00	$6,480.00
BA.02	#5 COARSE AGGREGATE	67	CY	$70.75	$4,740.25
BA.03	#8 COARSE AGGREGATE	41	CY	$84.40	$3,460.40
BA.04	PERMEABLE PAVERS	483	SY	$112.00	$54,096.00
				Sub-Total Bid Alternate Items	*$68,776.65*

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$9,350.00	$9,350.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$8,250.00	$8,250.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,200.00	$2,200.00

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$1,650.00	$1,650.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$7,150.00	$28,600.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$8,250.00	$16,500.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$1,375.00	$5,500.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$20.00	$3,200.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$22.00	$1,540.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$27.50	$3,300.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$1,650.00	$1,650.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$1,320.00	$1,320.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,925.00	$3,850.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$1,925.00	$1,925.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$9,350.00	$9,350.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$12,100.00	$108,900.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,750.00	$24,750.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$55.00	$11,550.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$11.00	$5,280.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$5.50	$1,320.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.30	$396.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$13.20	$924.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$165.00	$495.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$616.00	$616.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$2,750.00	$2,750.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$880.00	$2,640.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$3,300.00	$3,300.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$3,000.00	$3,000.00
				Sub-Total Electrical Items	***$264,106.00***

MISCELLANEOUS ITEMS					
ITEM	**DESCRIPTION**	**TOTAL QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
101-1	Mobilization (10%)	1	LS	$26,154.00	$26,154.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$21,451.57	$21,451.57
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$26,154.00	$26,154.00
				Sub-Total Miscellaneous Items	***$74,759.57***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$767,895.97***

GRAND TOTAL INCLUDING BID ALTERNATE	***$836,672.62***

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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June 4th, 2026

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
Electrical	Florida Signal & lighting Contractors, Inc	3237 NW 67th St Miami, FL 33147	(305) 960-7475

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

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

Contracted Services Information:

Scope of Work: sELF STORAGE - OPA LOCKA
Installation of 6" water main and fire hydrant and new parking lot

Initial Value of Contract: 498,987 Final Value of Contract: 498,987
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:

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

Name of Individual completing this form: Robert Logan
Signature: _____ Title: Project Manager
Telephone: 561-988-8505 Email: rob@dcconstructionassociates.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

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

Contracted Services Information:

Scope of Work: Installed 8" DIP water main and installed new parking lot

Initial Value of Contract: 581,173 Final Value of Contract: 581,173

Length of Contract: 11 Months

Would you enter into a contract with the Company in the future? X Yes ____ No

Were the services provided acceptable and of quality standards: X Yes ____ No

Was the Company responsive to your requests and resourceful with the task? X Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
X Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Project Name: Chick Fil A - Hialeah

Name of Public Entity/Company: RESCON GROUP

Name of Individual completing this form: HOUSTON SULLIVAN

Signature: _____ Title: Superintendant

Telephone: 954.707.2641 Email: HSullivan@rescongroup.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

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

Contracted Services Information:

Scope of Work: Installed 12" DIP water main, 3 fire hydrants, road and sidewalk restoration.

Initial Value of Contract: $1,298,835 Final Value of Contract: $1,298,835

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:

Project Name: Agape Village in Goulds

Name of Public Entity/Company: OHL BUILDING

Name of Individual completing this form: Isvant Mora

Signature: _____ Title: Operations Manager

Telephone: 786-418-3740 Email: isvant.mora@ohla-usa.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 6/4/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

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

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Hahn Construction Engineering Contractors, 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: Michael Hahn

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 6/4/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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

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

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

By Michael Hahn

For Hahn Construction Engineering Contractors, Inc.

Whose business address is: 23555 SW 153 Ct. Homestead, FL 33032

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0629-829

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June4, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Michael Hahn

(print individual's name and title)

for: Hahn Construction Engineering Contractors, Inc.

(print name of entity submitting sworn statement)

whose business address is: 23555 SW 153 Ct. Homestead, FL 33032

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0629829

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

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

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

Signature of Official: Michael Hahn

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June 4, 2026

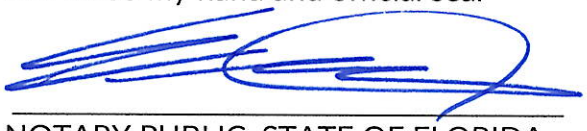
Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, _____ or produced _____ as a form of identification.

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, Michael Hahn being first duly sworn state:

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

06-29829

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

Hahn Construction Engineering Contractors, Inc.

Name of Entity, Individual, Partners or Corporation

N/A

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

23555 SW 153 Ct. Homestead, FL 33032

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Michael Hahn	21930 SW 254 St., Homestead, FL 33031	50 %
Rickey Hahn	23555 SW 153 Ct. Homestead, FL 33032	50 %
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:
None.

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June 4, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Hahn Construction Engineering Contractors, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-011, 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 : _____
Hahn Construction Engineering Contractors, Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June 4, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

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

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June 4, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No.

Executed on June 4, 2026 at 8:00 AM
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Michael Hahn

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: June 4, 2026

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Michael Hahn (the individual attesting below), being duly authorized by and on behalf of Hahn Construction Engineering Contractors, Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 4th day of June, 2026.

Signature of Affiant

Print or Type Name: Michael Hahn, President

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 4th day of June, 2026.

My Commission Expires: 08/13/2026

Notary Public

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: Michael Hahn

Title: President

Signature:  Date: June 4, 2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Hahn Construction Engineering Contractors, Inc. ("**Company**")

Vendor FEIN: 65-0629829

Address: 23555 SW 153 Ct

City: Homestead State: FL Zip: 33032

Phone number: 305.247.4272 Email Address: hahnconstruction@hahncec.com

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

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

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

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

Written Declaration

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

Printed Name: Michael Hahn

Title: President

Signature: Michael Hahn

Date: June 4, 2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Hahn Construction Engineering Contractors, Inc.

Signature: _____ Title: President

Michael Hahn

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** ___ **online notarization**, this 4th day of June, 2026, by Michael Hahn. He/She was XX personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Hahn Construction Engineering Contractors, Inc.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
23555 SW 153 Ct

Requester's name and address (optional)

City, state, and ZIP code
Homestead, FL 33032

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[redacted]

Employer identification number
6 5 - 0 6 2 9 8 2 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6/4/2026

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.

INTRODUCTION:

Hahn Construction Engineering Contractors has been in business since 1992 and was incorporated in the State of Florida in 1995. It is a family-owned business operated by two brothers, Michael and Rickey Hahn. Hahn Construction has completed various multimillion projects for FDOT, Baptist Hospital, Leon Medical Center and several private commercial projects such as Chick Fil A restaurants, Wawa gas stations, self-storage buildings and apartment buildings.

For any questions or requests, please contact:

Patty Hahn
Hahn Construction Engineering Contractors, Inc.
23555 SW 153 Ct.
Homestead, FL 33032
Tel. 305.24.4272
Cell 786.531.2424
Email: hahnconstruction@hahncec.com

ADDITIONAL PROJECT REFERENCES:

T6413 – GOLDEN GLADES INTERCHANGE– MIAMI DADE COUNTY, FL

FDOT#: 428358-1-52-01, 428358-4-52-01; et al - SR-826 at the Golden Glades Interchange

Project Description: Project consists of underground Drainage installation of 6,110 LF of pipe 12"-48", 67 drainage inlets and 2 manholes

Owner: FDOT – Region 6

G.C.: Halley Engineering Contractors, Inc. –
13901 NW 118th Ave., Miami, Fl. 33178

Contact: Justin Valdez – PM - Telephone: 305-883-0055 EXT: 126
Email: jvaldes@halleyeng.com

Total Value of Contract: $2,951.520

Date of Completion: To be Completed 2029

- Hahn Construction performed the work as a subcontractor under Halley Engineering.

Project Personnel: **See below list of project personnel and list of projects**

- **T6508 – OKEECHOBEE – MIAMI DADE COUNTY, FL**
  SR 25 (Okeechobee RD) From Broward County line to HEFT

  Project Description: Project consists of underground Drainage installation of 13,583 French Drainage pipe 24", 188 drainage inlets and 9,600 LF of solid pipe

  Owner: FDOT – Region 6

  G.C.: Halley Engineering Contractors, Inc. –
  13901 NW 118th Ave., Miami, Fl. 33178

  Contact: Justin Valdez – PM - Telephone: 305-883-0055 EXT: 126
  Email: jvaldes@halleyeng.com

  Total Value of Contract: $1,690,529

  Date of Completion: June 2023

  - Hahn Construction performed the work as a subcontractor under Halley Engineering.

  Project Personnel: See below list of project personnel and list of projects

- **E4Q32 – I-95 EXPRESS LANES 3A-1 - BROWARD COUNTY, FL**
  FDOT # 433108-4-52-01 & 428009-1-52-01/E4Q32 I-95 Express lanes from S of Broward Blvd to N of Commercial Blvd.

  Project Description: Project consists of underground Drainage installation – approx. 6.800 LF of 18" up to 54" pipe, 1,776 LF of French Drain and 94 drainage inlets

  Owner: FDOT – Region 4

  G.C.: The de Moya Group - 14600 SW 136th St., Miami, FL 33186

  Contact: AJ de Moya – Tel. 305-255-5713

  Total Value of Contract: $4,530,800

  Date of Completion: 2022

  Hahn Construction performed the work as a subcontractor under Halley Engineering.

  - Hahn Construction performed the work as a subcontractor under The de Moya Group.

PROJECT PERSONNEL:

See below list of project personnel and list of additional projects

Michael Hahn – President / Sr. Project Manager – Mr. Hahn is responsible for day to day operations of the business and all projects, ensuring successful turnaround on projects. Assisting on any issues that may arise on any project. Communicating with clients and building good business relations with our clients.

Rickey A. Hahn, Vice President / Project Manager – Oversee all aspects of construction from job commencement to final closeout. Mr. Hahn was onsite on a daily basis ensuring a smooth process throughout the entire construction of the project. He communicated daily with owner and owner's staff. Mr. Hahn has over 25 years of experience in the construction industry installing underground utilities and parking lots, he also offers extensive expertise in the operation of heavy equipment and the use of trench shoring and well point systems. He has worked on various FDOT projects installing underground utilities, especially drainage, which includes road restoration, clearing and grubbing, etc.

Jose A. Silva – Superintendent/Foreman – Mr. Silva has been with the company for 20 years and has worked alongside Mr. Rickey Hahn on all projects. Mr. Silva is responsible for running all equipment from large excavators to backhoes. He is experienced in digging under utilities such as FPL electrical conduits, AT&T, etc.

Michael Hahn – Assistant Superintendent – Mr. Hahn has been with the company for over 7 years and has been assigned to various jobs alongside Rickey Hahn and Mr. Silva. Mr. Hahn is responsible for assisting Mr. Silva in progress of the job on a daily basis, ensuring that all materials required are onsite, all inspections are called in, and managing a crew of approximately 5-8 men. Mr. Hahn also has a vast experience in operating all equipment necessary to complete the installation of drainage pipe and structures.

Jose A. Villarreal – Sr. Pipe Layer – Mr. Villarreal has been with the company for 6 years and has worked alongside and has been part of this team since day one of his employment, he is responsible for installing pipe and structures and ensuring all digging and bedding has been done correctly so pipe can be installed smoothly and without issues. He works alongside other pipe layers and laborers.

Emma P. Hahn – Assistant Project Manager – Ms. Hahn has a Bachelor's degree in Business Administration and is experienced in the day to day operations of the projects. Ms. Hahn has been with the firm for 12 years and has obtained invaluable experience throughout the years. Ms. Hahn has worked in all projects listed below with this team. Her experience makes her a great asset to this project should Hahn Construction be awarded.

ADDITIONAL PROJECT EXPERIENCE:

Below is a list of projects the above team has completed in the Past 5 years:

- **ITB# 2025-11-003 - CARTEE ROAD NEIGHBORHOOD**
  Project Description: Watermain installation and road restoration
  Owner: Village of Palmetto Bay
  Contract Amount: 611,500
  Date of Completion: December 2025

- **ITB# 24-019 – SW 69TH AVENUE DRAINAGE IMPROVEMENTS**
  Project Description: Performed Drainage improvements and road restoration
  Owner: Village of Pinecrest
  Contract Amount: $317,635
  Date of Completion: August 2025

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

- **Tamiami Self Storage - Miami, FL**
  Project Description: Installation of underground utilities – water, sewer and drainage, concrete and paving
  Owner: Tamiami Storage LLC
  Date of Completion: September 2024

- **Self Storage Opa Locka-Opa Locka, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: GSI Opa Locka Owner LLC
  Date of Completion: July 2024

- **West Kendall Self Storage-Miami, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: 8805 172nd SP, LLC
  Date of Completion: June 2024

- **Palmetto Bay Self Storage, Palmetto Bay, FL**
  Project Description: Underground utilities relocations for water and sewer, parking lot
  Owner: Palmetto Bay Storage Development LLC
  Date of Completion: January 2023

- **Chick Fil A #4606 - Hialeah, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: October 2023

- **Wawa 5417-Pembroke Park, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: WAWA Florida LLC
  Date of Completion: August 2023

- **Chick Fil A #4835 - Doral, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: July 2023

- **IHOP – Homestead, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Sunshine Restaurant Partners LLC
  Date of Completion: November 2022

- **Chick Fil A #4690 – Miami Gardens, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: December 2022

- **Chick Fil A #4531 – Miramar, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: Chick Fil A
  Date of Completion: July 2022

- **Wawa#5402 – Coral Gables, FL**
  Project Description: Installed underground utilities – and replaced sidewalks
  Owner: Wawa Florida LLC
  Date of Completion: February 2022

LICENSES:

State of Florida Registration # RU11066613 – Underground Utilities Excavation Contractor
Miami-Dade County License # E857 – Paving Engineering and Pipeline Engineering
Broward County License # 12-1A-17967-X – Pipeline Engineering, Water, Sewer & Drainage
Monroe County License # UC0001– Pipeline Engineering, Water, Sewer & Drainage

Additional Project Experience and Project References Available Upon Request

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/3/2026

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: Chelsea Haggerty
Fortitude Insurance Solutions, LLC 10200 West State Road 84 Unit 103 Davie FL 33324	PHONE (A/C, No, Ext): (954) 876-1106 FAX (A/C, No): (954) 488-3311 E-MAIL ADDRESS: chelsea@fortsure.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hahn Construction Engineering Contractors, Inc 23555 Southwest 153rd Court Homestead FL 33032	INSURER A: CM Vantage Specialty Insurance	15871
	INSURER B: National Specialty Insurance Company	22608
	INSURER C: Evanston Insurance Company	35378
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2561325142 **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:	Y		CMV-PLI-0025993-05	06/15/2025	06/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GMI-0206-04	02/17/2025	02/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Non-owned	$ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 1,000			CMV-EXL-0026008-05	06/15/2025	06/15/2026	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution			CPLMOL133002	07/16/2025	07/16/2026	General Aggregate	$3,000,000
							Operations Pollution	$1,000,000
							Environmental Crisis	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured and Waiver of Subrogation applies as required by written contract.

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 East Hibiscus Street
Miami FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David French

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/24/2024 **EXPIRATION DATE:** 7/24/2026

PERSON: MICHAEL HAHN **EMAIL:** HAHNCONSTRUCTION@HAHNCEC.COM

FEIN: 650629829

BUSINESS NAME AND ADDRESS:

HAHN CONSTRUCTION ENGINEERING CONTRACTORS INC.

23555 SW 153 CT.

HOMESTEAD, FL 33032

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01968885 QUESTIONS? (850) 413-1609

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HAHN, MICHAEL

HAHN CONSTRUCTION ENGINEERING CONTRACTORS INC.
23555 SW 153RD COURT
HOMESTEAD FL 33032

LICENSE NUMBER: RU11066613

EXPIRATION DATE: AUGUST 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/10/2025

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.

miamidade.gov

Home | Product Control | Contractors | Building Officials | Contact us |

Contractor License Information

Contractor Number:	E857	
Contractor name:	HAHN CONSTRUCTION ENGINEERING CONTRACTORS INC.	
Address:	23555 SW 153 COURT	
City, St, Zip:	HOMESTEAD	FL 33032
Phone:	(305) 247-4272	
Other Phone:		
Fax:	(305) 242-3621	
Email:	HAHN502994@BELLSOUTH.NET	
D/B/A:		
Contractor Status:	ACTIVE	

Class	Category	Category Description	Expiration Date	Qualifier Name
ENGR	3	PIPE LINE ENG	09/30/2027	HAHN MICHAEL
ENGR	7	PAVING ENGINEERING	09/30/2027	HAHN MICHAEL

CONTRACTOR INQUIRY COMPLETE

BCCO Contractor Inquiry and Complaint Search | BCCO Home Page | State License Search Menu

Home | About | Phone Directory | Privacy | Disclaimer

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Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

--THIS IS NOT A BILL – DO NOT PAY

3593416

RECEIPT NO.
RENEWAL
2803493

BUSINESS NAME/LOCATION
HAHN CONSTRUCTION
ENGINEERING CONTRACTORS
INC
23555 SW 153RD CT
HOMESTEAD, FL 33032-2023

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER		SEC.	TYPE OF BUSINESS
HAHN CONST ENGINEERING CONTR INC		196	SPECIALTY ENGINEERING CONTRACT
Worker(s)	10	E857	

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 07/24/2025
PTBTC-25-131454

LBT

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 mdctaxcollector.gov

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$17,731.31	$17,731.31
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$6.00	$17,700.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$25.00	$73,750.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$250.00	$61,875.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$5,000.00	$30,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$150.00	$7,500.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$200.00	$72,600.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$35.00	$48,300.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$90.00	$900.00
542-70	Concrete Wheel Stops	36	EA	$200.00	$7,200.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$10.00	$15,000.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$5,000.00	$5,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$5.00	$600.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$700.00	$2,800.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$700.00	$1,400.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$700.00	$1,400.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$5.00	$5,500.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$5.00	$500.00
711-11-160	Thermoplastic, White, Message	2	EA	$500.00	$1,000.00
104	SWPPP	1	LS	$1,000.00	$1,000.00
120-6	Earthwork	562	CY	$25.00	$14,050.00
				Sub-Total Roadway Items	***$385,806.31***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$40.00	$10,800.00
BA.02	#5 COARSE AGGREGATE	67	CY	$20.00	$1,340.00
BA.03	#8 COARSE AGGREGATE	41	CY	$20.00	$820.00
BA.04	PERMEABLE PAVERS	483	SY	$99.00	$47,817.00
				Sub-Total Bid Alternate Items	***$60,777.00***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$6,834.84	$6,834.84
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$3,106.75	$3,106.75
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,500.00	$2,500.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$994.15	$994.15
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$2,000.00	$8,000.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$437.72	$875.44
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$320.00	$1,280.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$27.30	$4,368.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$25.50	$1,785.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$37.90	$4,548.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$500.00	$500.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$269.32	$269.32
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,200.00	$2,400.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$6,000.00	$6,000.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$15,000.00	$15,000.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$5,948.45	$53,536.05
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,606.50	$23,458.50
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$46.70	$9,807.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$3.26	$1,564.80
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$3.06	$734.40
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.70	$444.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$3.50	$245.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$35.74	$107.22
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$350.00	$350.00

7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$1,200.00	$1,200.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$60.50	$181.50
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$49.98	$49.98
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$800.00	$800.00
				Sub-Total Electrical Items	***$150,939.95***

MISCELLANEOUS ITEMS					
ITEM	**DESCRIPTION**	**TOTAL QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
101-1	Mobilization (10%)	1	LS	$59,752.33	$59,752.33
102-1	Maintenance of Traffic and Access (5%)	1	LS	$29,876.16	$29,876.16
800-7	Permit Allowance	1	LS	$450.00	$450.00
999	Contingency (10%)	1	LS	$59,752.33	$59,752.33
				Sub-Total Miscellaneous Items	***$149,830.82***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$686,577.08***

GRAND TOTAL INCLUDING BID ALTERNATE	***$747,354.08***

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:

We are pleased to introduce **Hartec Group, Inc.**, a construction company with a proven track record of excellence and a strong commitment to enhancing the communities we serve. We take great pride in delivering high-quality workmanship, reliable service, and thoughtful solutions on every project.

Our team is composed of skilled and dedicated professionals who bring extensive industry experience, technical expertise, and a collaborative approach to each engagement. This commitment has allowed us to successfully partner with various municipalities and organizations on projects that support growth, safety, and long-term development.

We would welcome the opportunity to provide the Village of Palmetto Bay with the same level of professionalism and service we have delivered to other municipalities and to contribute positively to the Village's continued success. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Best regards,

Garrett Hardie, Vice President

HARTEC GROUP

Company Chain of Authority

President
Maurice Hardie

Vice President and Senior Project Manager
Garrett Hardie

Senior Project Manager II
Ricardo Pell

Office Manager
Maria Hardie

SECTION 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 proposal 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 proposal, 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: 05/28/2026

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	None	None
Electrical	Global Electrical Contractor	12119 SW 131 Ave Unit 17b, Miami FL	786-921-91-91

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage Improvements

Initial Value of Contract: $788,960.00 Final Value of Contract: $754,049.00

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: Miami - Dade County

Name of Individual completing this form: Alfonso Duarte

Signature: A. Duarte Jr. Title: Road Construction Engineer

Telephone: 305-375-2992 Email: aduarte@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: General construction

Initial Value of Contract: $2,204,441.00 Final Value of Contract: $2,204,441.00

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:

Name of Public Entity/Company: D2 Construction

Name of Individual completing this form: Howard Diston

Signature: _____ Title: General contractor/President

Telephone: 305-335-3922 Email: D2con@comcast.net

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage Improvements

Initial Value of Contract: $97,000.00 Final Value of Contract: $97,000.00

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:

Name of Public Entity/Company: Metric Engineering / Village of Pinecrest

Name of Individual completing this form: Steven Gomez

Signature: Steven Gomez Digitally signed by Steven Gomez Date 2026.05.27 10:30:19-04'00' Title: Project Administrator

Telephone: 904-531-8432 Email: steven.gomez@metriceng.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): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc

Date: 05/28/2026

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: 05/28/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Garrett Hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

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

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 Hartex Group Inc.

Whose business address is: 8200 Sw 187 terr. Cutler Bay, FL 33157

And (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4325232

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 05/28/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Garrett Hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

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 187 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.

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 05/28/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or _ online notarization**, this 28th day of May, 2026, by Garrett hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

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

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

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

8200 Sw 187 Terr, 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	90 %
Garrett Hardie	15840vsw 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: 05/28/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** __x__ **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Garrett Hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

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 Public Services Parking Lot, ITB# 2026-11-011, 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: Hartec Group Inc

Date: 05/28/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Garrett Hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

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

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: Hartec Group Inc.

Date: 05/28/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami ~~Dade~~)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Garrett Hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

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 May 28th, 2026 at 11:00 am
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 05/28/2026

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 28th day of May, 20 26

Signature of Affiant

Print or Type Name: Garrett Hardie

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Garrett Hardie. He/She was x personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 28th day of May, 2026.

My Commission Expires: _____

_____

Notary Public

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

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: Garrett Hardie

Title: Vice President

Signature: 

Date: 05/28/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Hartec Group Inc. ("**Company**")

Vendor FEIN: 26-5324232

Address: 8200 sw 187 Terr

City: Cutler Bay State: Florida Zip: 33157

Phone number: 786-471-4292 Email Address: Hartecgroupinc@gmail.com

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

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

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

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

Written Declaration

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

Printed Name: Garrett Hardie

Title: Vice President

Signature: 

Date: 05/28/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Hartec Group Inc.

Signature: _____ Title: Vice President

STATE OF Florida)
) ss.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** ___ **online notarization**, this 28th day of May, 202 6, by Garrett Hardie. He/She was x personally known, ____ or produced _____ as a form of identification.

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

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
Hartec 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.

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
[redacted]

Employer identification number
26-4325232

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 ▶ 5/28/21

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 American Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Indianapolis 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")
Public Services Parking Lot

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 President under its corporation seal, and the said American Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Atty in fact, under its corporate seal, this 1st day of June, and attested by its power of attorney, A.D., 2026.

ATTEST:

Hartec Group, Inc.

By: _____ (Title)
(Principal)

ATTEST:

See Power of Attorney Attached

American Surety Company

By: _____
(Surety) Attorney-in-Fact
Michael A. Bonet

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

Bond No.: Bid

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 1.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Michael A. Bonet	All of Miami, FL	$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____
Robert Kuzloski, Secretary

SEAL

By: _____
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.

PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-661396
My Commission Expires 03-20-28

_____
Patrick J. Dremmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of June, 2026.

SEAL

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

ADDENDUM NO. 1

Date: May 20th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used.

Question No. 1: With regards to the above mentioned project, what is the estimated budget? Florida Blacktop Inc. holds a state issued Underground Utility License (CUC), is FDOT prequalified, and has been operating in the state of Florida performing the work outlined in the ITB for over 40 years. Are we qualified to bid this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

If the Company has a CUC, then the Company would be qualified to bid this work. Please be aware that the Company would need to add an electrical contractor to their subcontractor team.

Question No. 2: The quantity for the solid 24" pipe is not shown in the plans. Can the Village confirm the quantity shown in the bid form is correct?

Response: *Solid 24" pipe quantity is 50ft.*

Question No. 3: The asphalt thickness in the plans does not coincide with the asphalt thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Asphalt thickness is 1.5".*

Question No. 4: The limerock base thickness in the plans does not coincide with the limerock base thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Limerock Base (8") (Primed).*

Question No. 5: Can the Village confirm if the attached permeable paver is acceptable?

Response: *Yes, the pavers provided are acceptable.*

Question No. 6: Is the contractor responsible for relocating the existing flagpole?

Response: *Yes.*

Question No. 7: The electrical drawings are missing from the set of plans. Could you provide them?

Response: *Yes.*

Question No. 8: What is the budget for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Question No. 9: The 3-inch diameter irrigation pipe does not specify the material. Could you please specify the type of material?

Response: *PVC Schedule 40.*

Question No. 10: The 24-inch diameter perforated pipe for the exfiltration trench does not specify the material. Could you please specify the type of material?

Response: *ADS N-12 pipe.*

Question No. 11: Could you provide the specifications for the permeable pavers specified in the bid alternate?

Response: *An acceptable sample has been attached. Please submit intended pavers for review.*

Question No. 12: Could you provide the specification of the solar lighting poles and pole foundations?

Response: *Plans Drawing No: E-501 & E-502.*

Question No. 13: Could you provide a detailed view of the stamped asphalt pattern for the speed bump?

Response: *It is not necessary for the speed hump to be stamped asphalt.*

Question No. 14: Item 430-175-124: "Pipe, Optional Material, Round, 24" S/CD." Is this item part of the base bid? Where is this pipe located on Plan Sheets C-07?

Response: *24" Solid pipe is 50ft. (5ft connections from drain structures to proposed French drains).*

Question No. 15: The bid form does not specify the quantity of 24-inch solid pipe connecting to the catch basins and the perforated pipes in the exfiltration trenches, which amount to approximately 60 feet. Could you clarify whether Article 430-175-124 refers to this solid pipe?

Response: *24" Solid pipe is 50ft.*

Question No. 16: Item 334-3-23 specifies a 1-inch-thick asphalt concrete friction course (Traffic C, Type FC-9.5, high polymer content), and Sheet C-08 specifies a 1-1/2-inch-thick concrete surface course (Type S-III). What is the correct asphalt thickness and type for the parking lot on this project?

Response: *Asphalt 1.5" thickness*

Question No. 17: The bid alternate item BA.01 description- reinforced concrete curb border is not clear what kind of reinforcement will be needed for this concrete curb. Could you specify the reinforcement that is required for this concrete curb border?

Response: *2 #4 rebars on the permeable pavers parking stall detail on sheet C-08*

Question No. 18: The plans specify 8 inches of LBR 100 for the base in the parking area, whereas Item 210-1-1 of the bid form requires a minimum of 12 inches. What is the correct thickness?

Response: *8 inches.*

Question No. 19: The bid form specifies 165 tons of asphalt for a thickness of 1 inch, whereas the plans require 1-1/2 inches, which corresponds to 230 tons. Please advise us on how to proceed.

Response: *247.5 tons.*

Question No. 20: Alternative Bid Item BA.01 (Reinforced Concrete Curb) indicates a total of 207 linear feet, but the correct quantity is 296 linear feet. Please advise us regarding this matter.

Response: *The correct number is 270 LF, the two stalls on the NE end are not parking and will therefore not have reinforced concrete curb because they will not have pavers.*

Question No. 21: The bid form, under the heading "Miscellaneous Items: Allowance for Permits" (Item 800-7), does not specify the percentage or the amount. Could you please provide this information?

Response: *The permitting amount will be set at a max of $1,000. Final permitting amount to be determined during the permitting process.*

Question No. 22: Can the Village of Palmetto Bay provide a set of electrical plans?

Response: *Please see attached "Addendum #1 - ITB# 2026-11-011 – Electrical Set".*

Question No. 23: Will the Village extend the bid opening date?

Response: *Thursday, June 4th, 2026, on or before 11:00 a.m. Please see below the updated Schedule of Events.*

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 29th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 29th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 4th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Question No. 24: What is the project schedule and the number of days for completion?

Response: *Nine (9) months from the Notice to Proceed date.*

Question No. 25: A 5% bid bond is required with the bid?

Response: *For construction contracts exceeding fifty thousand dollars ($50,000.00), contractors shall submit the following with the bid documents:*

a. *A bid guarantee equal to five percent (5%) of the bid price.*

Question No. 26: Is relocation of the flagpole in our scope?

Response: *Yes.*

Question No. 27: Could you please provide us with the engineering estimate for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Hartec Group Inc.

Date Addendum Received May, 20th 2026

Total Pages of Addendum including Acknowledgement 6

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.

ADDENDUM NO. 2

Date: May 29th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #2 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Question No. 1: There is no pay item for the items required by SWPP plan sheet C-11. Will a pay item be added for these items, including but not limited to: silt fence, inlet protection, tracking pad, filing of NOI, monitoring and reporting, bracing/protection of existing trees to remain, dust control, and street sweeping?

Response: *A lump sum SWPPP Pay Item will be added to the bid form.*

Question No. 2: Under which pay item will the perimeter berm construction be paid?

Response: *A pay item will be added for Earthwork (CY).*

Question No. 3: Please confirm all sod required for the restoration of existing conditions where berm construction is beyond the limits of proposed grading, will be paid under the sod line item.

Response: *Yes, where berm construction is beyond the limits of proposed grading, all required sod restoration will be paid under the sod line item.*

Question No. 4: Please provide the foundation details for the proposed relocated flagpole.

Response: *Please see attached "Addendum #2 – ITB# 2026-11-011 – Flagpole".*

Question No. 5: Under what pay item will relocation of the existing flagpole be paid?

Response: *Under Relocation pay item 581-1-3.*

Question No. 6: Will the Contractor be required to hire a Quality Control lab for density and soil testing or will this be handled by the Village?

Response: *The contractor shall provide the densities.*

Question No. 7: Please confirm there is no proposed fencing in this project scope of work.

Response: *There is no proposed fencing in this project.*

Question No. 8: Are there any known underground utilities in the proposed construction footprint?

Response: *The contractor will have to call for locates before starting the project.*

Question No. 9: Our aggregate supplier has never heard of #5 and #8 coarse aggregate. Can the Village of Palmetto Bay provide another name or description of these materials?

Response: *Please see aggregate size information below:*

#5 Coarse Aggregate (3/4" - 1")

#8 Coarse Aggregate (3/8" - 1/2")

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Hartec Group Inc.

Date Addendum Received May 29th, 2026

Total Pages of Addendum including Acknowledgement 3

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.

ADDENDUM NO. 3

Date: June 3rd, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Clarification No. 1: Regarding the alternative items (BA.02 and BA.03), the total quantities for these items appear to be reversed, given that the No. 5 coarse aggregate has a thickness of 5 inches and the No. 8 coarse aggregate has a thickness of 3 inches; assuming the area is the same for both—483 square yards—the quantity for the No. 5 coarse aggregate should be 67 cubic yards, and the quantity for the No. 8 coarse aggregate should be 41 cubic yards. Please advise.

Response: *Correct, please see attached "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Hartec Group Inc

Date Addendum Received June 3rd, 2026

Total Pages of Addendum including Acknowledgement 2

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.

HARTEC GROUP

General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2025-1-013 (Sub Basin 12&42)
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2026
Amount: $1,600,000.00

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: Completed
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: Completed
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



General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

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

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: $2,204,441.00



General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

Miami Dade County
Contact Person: Alfonzo Duarte, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: Completed
Year: 2020
Amount: $788,960.00

Miami Dade County
Contact Person: Pedro Marsan
Prime Contractor
Drainage
Duration of work: Completed
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: $706,849.00

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 (Completed)
Year: 2018
Amount: $633,335.36



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
2024	04/17/2024
2025	04/23/2025
2026	04/14/2026

Document Images

04/14/2026 -- ANNUAL REPORT	View image in PDF format
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11/08/2019 -- Restated Articles	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/04/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
01/11/2016 -- Amendment	View image in PDF format
11/30/2015 -- Amendment	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/18/2012 -- ANNUAL REPORT	View image in PDF format
04/03/2011 -- ANNUAL REPORT	View image in PDF format
09/21/2010 -- Reg. Agent Change	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
02/24/2009 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$8,500.00	$8,500.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$19.50	$57,525.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$23.50	$69,325.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$210.00	$51,975.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$7,500.00	$45,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$255.00	$12,750.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$220.00	$79,860.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$30.00	$41,400.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$175.00	$1,750.00
542-70	Concrete Wheel Stops	36	EA	$175.00	$6,300.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$11.50	$17,250.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$16,000.00	$16,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$28.00	$3,360.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$675.00	$2,700.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$700.00	$1,400.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$700.00	$1,400.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$6.00	$6,600.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$8.00	$800.00
711-11-160	Thermoplastic, White, Message	2	EA	$650.00	$1,300.00
104	SWPPP	1	LS	$4,500.00	$4,500.00
120-6	Earthwork	562	CY	$38.00	$21,356.00
				Sub-Total Roadway Items	*$451,051.00*

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$43.00	$11,610.00
BA.02	#5 COARSE AGGREGATE	67	CY	$110.00	$7,370.00
BA.03	#8 COARSE AGGREGATE	41	CY	$110.00	$4,510.00
BA.04	PERMEABLE PAVERS	483	SY	$115.00	$55,545.00
				Sub-Total Bid Alternate Items	*$79,035.00*

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$8,753.00	$8,753.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$5,689.00	$5,689.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$3,501.00	$3,501.00

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$2,626.00	$2,626.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$4,377.00	$17,508.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$2,451.00	$4,902.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$985.00	$3,940.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$21.00	$3,360.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$21.00	$1,470.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$56.00	$6,720.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$586.00	$586.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$1,050.00	$1,050.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$2,101.00	$4,202.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$3,501.00	$3,501.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$3,326.00	$3,326.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$4,201.00	$37,809.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$1,313.00	$11,817.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$71.00	$14,910.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$10.00	$4,800.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$6.00	$1,440.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$5.00	$600.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$8.00	$560.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$800.00	$2,400.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$1,650.00	$1,650.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$3,500.00	$3,500.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$650.00	$1,950.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$2,500.00	$2,500.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$8,800.00	$8,800.00
				Sub-Total Electrical Items	*$163,870.00*

MISCELLANEOUS ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$7,000.00	$7,000.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$4,500.00	$4,500.00
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$15,000.00	$15,000.00
				Sub-Total Miscellaneous Items	*$27,500.00*

GRAND TOTAL NOT INCLUDING BID ALTERNATE	*$642,421.00*

GRAND TOTAL INCLUDING BID ALTERNATE	*$721,456.00*

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Public Services Parking Lot

ITB NO.:

2026-11-011

DUE DATE:

Thursday, May 28th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 12th, 2026

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Public Services Parking Lot
No. 2026-11-011

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, May 28th, 2026** (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 and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Public Services Parking Lot ITB# 2026-11-011**". 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 non-mandatory pre-bid meeting is scheduled for **Tuesday, May 19th, 2026, 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 12th, 2026**. 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")

Public Services Parking Lot (the "Project")

Construct a parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 (Invitation to Bid# 2026-11-011).

The Project shall include but not be limited to site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, 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.

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 Friday, May 22nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Friday, May 22nd, 2026, 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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

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, Oldwick, 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 Services Department, 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 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 parking lot for the Village's Public Services Department located at 9495 SW 180th Street, Palmetto Bay, FL 33157 (Invitation to Bid# 2026-11-011).

The Project shall include but not be limited to site preparation, earthwork and grading, drainage installation, subgrade and base installation, paving, new signage, pavement markings, electrical infrastructure, solar lighting, 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 GMP based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the GMP.

4.1:

BID FORM

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

The Bid Form is attached as Exhibit "A" to this ITB as an Excel Sheet.

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 and a flash drive of your submittal no later than 11:00 a.m. EST May 28th, 2026.

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 Forms
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 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 22nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 22nd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, May 28th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 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. Commencement

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 Proposal 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 proposal 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 proposal, 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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 5/27/26

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
Paving	Dailer Asfalto LLC	11751 SW 31st Terr Miami, FL 33175	786-234-3015
Electrical	Worldwide Distributors	12130 SW 114th Pl Miami, FL 33176	305-969-8754
Striping	E & A Express Striping Corp	14795 Coolidge Ln Homestead, FL 33033	786-273-0335

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: GeoGrade Construction LLC

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

Contracted Services Information:

Scope of Work: Grading, Asphalt, Concrete

Initial Value of Contract: $35,000 Final Value of Contract: $35,000

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: GeoGrade Construction LLC

Name of Individual completing this form: George Monserrat

Signature: _____ Title: President

Telephone: 305-988-0823 Email: georgem@geogradeconstruction.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: Headley Construction Group

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

Contracted Services Information:

Scope of Work: Concrete Flatwork, concrete demo & disposal, asphalt restoration on multiple projects

Initial Value of Contract: $200,000 Final Value of Contract: $200,000
Length of Contract: 3 months
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:
N/A

Comments:

Headley Construction does all of our concrete work which has combined for over 3 million dollars in 2024, 2025, & 2026. They are very professional & do great work.

Name of Public Entity/Company: Gencon Partners, Inc.
Name of Individual completing this form: Jason Berket
Signature: _____ Title: Owner
Telephone: 305-878-2499 Email: Jason@genconfl.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: Headley Construction 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Asphalt & concrete installation

Initial Value of Contract: $175,000 Final Value of Contract: $175,000

Length of Contract: 2 months

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Worldwide Distributors Inc.

Name of Individual completing this form: Ariel Rodriguez

Signature: [signature] Title: President

Telephone: 305-969-8754 Email: info@elighting.org

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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 5/27/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Christopher Headley being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Headley Construction Group, 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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 5/27/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley (He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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 Christopher Headley

For Headley Construction Group Inc.

Whose business address is: 12976 SW 132nd Ave Miami, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 86-2156352

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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 5/27/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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: Christopher Headley VP
(print individual's name and title)

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

whose business address is: 12976 SW 132nd Ave Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 86-2156352

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.

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 5/27/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley (He/She) was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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, Christopher Headley 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:

86 - 2156352

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

Headley Construction Group Inc.

Name of Entity, Individual, Partners or Corporation

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

12976 SW 132nd Ave 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
Christopher Headley	8240 SW 186th St	50 %
Thomas Headley	20140 Cutler Ct	50 %
		%

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

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 5/27/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Headley Construction Group Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-011, 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 : Worldwide Distributors, Dailier Asfalto, E & A Express Striping (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 6/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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 Headley Construction Group 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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 6/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this __ day of _____, 2026, by Christopher Headley (He/She) was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alys Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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 6/1/26 at 12976 SW 132nd Ave 10:30 AM under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 6/1/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Christopher Headley (the individual attesting below), being duly authorized byand on behalf of Headley Construction Group (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 1st day of June, 2026.

Chris Headley

Signature of Affiant

Print or Type Name: Christopher Headley

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 3 day of June, 2026.
My Commission Expires: _____

ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 2028

Alexis Hendrikse
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: Christopher Headley

Title: VP

Signature: Chris Headley Date: 6/1/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Headley Construction Group INC ("**Company**")
Vendor FEIN: 86-2156352
Address: 12976 SW 132nd Ave
City: Miami State: FL Zip: 33186
Phone number: 305-613-1490 Email Address: Chris@headleycg.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: Christopher Headley
Title: VP
Signature: Chris Headley
Date: 6/2/26

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Headley Construction Group Inc.

Signature: Chris Headley Title: VP

STATE OF Florida)
) ss.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 3 day of June, 2026, by Christopher Headley.
(He)/She was ✓ personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 2028

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)
Headley Construction Group Inc.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
12976 SW 132nd Ave

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
[redacted]

Employer identification number
86-2156352

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** ▶ Chris Headley | **Date** ▶ 6/3/26

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, Headley Construction Group 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 (5%) of Bid Amount 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")
Public Services Parking Lot

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 Headley Construction Group 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 27th day of May, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

Headley Construction Group Inc.

_____

By: Chris Headley (Title)
(Principal)

ATTEST: As per attached Power of Attorney

Geri Lynn Mirabal

Geri Lynn Mirabal, Witness

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

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

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 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

Signed and sealed at the City of Brookfield, WI this 27th day of May, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ALTER SURETY GROUP INC

ADDENDUM NO. 1

Date: May 20th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used.

Question No. 1: With regards to the above mentioned project, what is the estimated budget? Florida Blacktop Inc. holds a state issued Underground Utility License (CUC), is FDOT prequalified, and has been operating in the state of Florida performing the work outlined in the ITB for over 40 years. Are we qualified to bid this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

If the Company has a CUC, then the Company would be qualified to bid this work. Please be aware that the Company would need to add an electrical contractor to their subcontractor team.

Question No. 2: The quantity for the solid 24" pipe is not shown in the plans. Can the Village confirm the quantity shown in the bid form is correct?

Response: *Solid 24" pipe quantity is 50ft.*

Question No. 3: The asphalt thickness in the plans does not coincide with the asphalt thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Asphalt thickness is 1.5".*

Question No. 4: The limerock base thickness in the plans does not coincide with the limerock base thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Limerock Base (8") (Primed).*

Question No. 5: Can the Village confirm if the attached permeable paver is acceptable?

Response: *Yes, the pavers provided are acceptable.*

Question No. 6: Is the contractor responsible for relocating the existing flagpole?

Response: *Yes.*

Question No. 7: The electrical drawings are missing from the set of plans. Could you provide them?

Response: *Yes.*

Question No. 8: What is the budget for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Question No. 9: The 3-inch diameter irrigation pipe does not specify the material. Could you please specify the type of material?

Response: *PVC Schedule 40.*

Question No. 10: The 24-inch diameter perforated pipe for the exfiltration trench does not specify the material. Could you please specify the type of material?

Response: *ADS N-12 pipe.*

Question No. 11: Could you provide the specifications for the permeable pavers specified in the bid alternate?

Response: *An acceptable sample has been attached. Please submit intended pavers for review.*

Question No. 12: Could you provide the specification of the solar lighting poles and pole foundations?

Response: *Plans Drawing No: E-501 & E-502.*

Question No. 13: Could you provide a detailed view of the stamped asphalt pattern for the speed bump?

Response: *It is not necessary for the speed hump to be stamped asphalt.*

Question No. 14: Item 430-175-124: "Pipe, Optional Material, Round, 24" S/CD." Is this item part of the base bid? Where is this pipe located on Plan Sheets C-07?

Response: *24" Solid pipe is 50ft. (5ft connections from drain structures to proposed French drains).*

Question No. 15: The bid form does not specify the quantity of 24-inch solid pipe connecting to the catch basins and the perforated pipes in the exfiltration trenches, which amount to approximately 60 feet. Could you clarify whether Article 430-175-124 refers to this solid pipe?

Response: *24" Solid pipe is 50ft.*

Question No. 16: Item 334-3-23 specifies a 1-inch-thick asphalt concrete friction course (Traffic C, Type FC-9.5, high polymer content), and Sheet C-08 specifies a 1-1/2-inch-thick concrete surface course (Type S-III). What is the correct asphalt thickness and type for the parking lot on this project?

Response: *Asphalt 1.5" thickness*

Question No. 17: The bid alternate item BA.01 description- reinforced concrete curb border is not clear what kind of reinforcement will be needed for this concrete curb. Could you specify the reinforcement that is required for this concrete curb border?

Response: *2 #4 rebars on the permeable pavers parking stall detail on sheet C-08*

Question No. 18: The plans specify 8 inches of LBR 100 for the base in the parking area, whereas Item 210-1-1 of the bid form requires a minimum of 12 inches. What is the correct thickness?

Response: *8 inches.*

Question No. 19: The bid form specifies 165 tons of asphalt for a thickness of 1 inch, whereas the plans require 1-1/2 inches, which corresponds to 230 tons. Please advise us on how to proceed.

Response: *247.5 tons.*

Question No. 20: Alternative Bid Item BA.01 (Reinforced Concrete Curb) indicates a total of 207 linear feet, but the correct quantity is 296 linear feet. Please advise us regarding this matter.

Response: *The correct number is 270 LF, the two stalls on the NE end are not parking and will therefore not have reinforced concrete curb because they will not have pavers.*

Question No. 21: The bid form, under the heading "Miscellaneous Items: Allowance for Permits" (Item 800-7), does not specify the percentage or the amount. Could you please provide this information?

Response: *The permitting amount will be set at a max of $1,000. Final permitting amount to be determined during the permitting process.*

Question No. 22: Can the Village of Palmetto Bay provide a set of electrical plans?

Response: *Please see attached "Addendum #1 - ITB# 2026-11-011 – Electrical Set".*

Question No. 23: Will the Village extend the bid opening date?

Response: *Thursday, June 4th, 2026, on or before 11:00 a.m. Please see below the updated Schedule of Events.*

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 29th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 29th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 4th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Question No. 24: What is the project schedule and the number of days for completion?

Response: *Nine (9) months from the Notice to Proceed date.*

Question No. 25: A 5% bid bond is required with the bid?

Response: *For construction contracts exceeding fifty thousand dollars ($50,000.00), contractors shall submit the following with the bid documents:*

a. A bid guarantee equal to five percent (5%) of the bid price.

Question No. 26: Is relocation of the flagpole in our scope?

Response: *Yes.*

Question No. 27: Could you please provide us with the engineering estimate for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Headley Construction Group Inc.

Date Addendum Received 5/27/26

Total Pages of Addendum including Acknowledgement 6

Print Name Christopher Headley

Signature Chris Headley

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. 2

Date: May 29th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #2 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Question No. 1: There is no pay item for the items required by SWPP plan sheet C-11. Will a pay item be added for these items, including but not limited to: silt fence, inlet protection, tracking pad, filing of NOI, monitoring and reporting, bracing/protection of existing trees to remain, dust control, and street sweeping?

Response: *A lump sum SWPPP Pay Item will be added to the bid form.*

Question No. 2: Under which pay item will the perimeter berm construction be paid?

Response: *A pay item will be added for Earthwork (CY).*

Question No. 3: Please confirm all sod required for the restoration of existing conditions where berm construction is beyond the limits of proposed grading, will be paid under the sod line item.

Response: *Yes, where berm construction is beyond the limits of proposed grading, all required sod restoration will be paid under the sod line item.*

Question No. 4: Please provide the foundation details for the proposed relocated flagpole.

Response: *Please see attached "Addendum #2 – ITB# 2026-11-011 – Flagpole".*

Question No. 5: Under what pay item will relocation of the existing flagpole be paid?

Response: *Under Relocation pay item 581-1-3.*

Question No. 6: Will the Contractor be required to hire a Quality Control lab for density and soil testing or will this be handled by the Village?

Response: *The contractor shall provide the densities.*

Question No. 7: Please confirm there is no proposed fencing in this project scope of work.

Response: *There is no proposed fencing in this project.*

Question No. 8: Are there any known underground utilities in the proposed construction footprint?

Response: *The contractor will have to call for locates before starting the project.*

Question No. 9: Our aggregate supplier has never heard of #5 and #8 coarse aggregate. Can the Village of Palmetto Bay provide another name or description of these materials?

Response: *Please see aggregate size information below:*

#5 Coarse Aggregate (3/4" - 1")

#8 Coarse Aggregate (3/8" - 1/2")

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Headley Construction Group Inc.

Date Addendum Received 6/2/26

Total Pages of Addendum including Acknowledgement 3

Print Name Christopher Headley

Signature Chris Headley

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

ADDENDUM NO. 3

Date: June 3rd, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Clarification No. 1: Regarding the alternative items (BA.02 and BA.03), the total quantities for these items appear to be reversed, given that the No. 5 coarse aggregate has a thickness of 5 inches and the No. 8 coarse aggregate has a thickness of 3 inches; assuming the area is the same for both—483 square yards—the quantity for the No. 5 coarse aggregate should be 67 cubic yards, and the quantity for the No. 8 coarse aggregate should be 41 cubic yards. Please advise.

Response: *Correct, please see attached "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor Headley Construction Group Inc.

Date Addendum Received 6/3/26

Total Pages of Addendum including Acknowledgement 2

Print Name Christopher Headley

Signature Chris Headley

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.

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

Bid Date:	**Thursday June 4th, 2026**
Time:	**11:00 AM**
Via:	**Village Clerk at the Municipal Center** **9705 East Hibiscus Street** **Palmetto Bay, FL 33157**

ORIGINAL

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

INTRODUCTION LETTER

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

HG CONSTRUCTION

Introduction Letter

HG Construction is a full-service, minority-owned construction company based in Miami, Florida. We have been serving our community and government agencies proudly since 2005. The key to our success revolves around maintaining impeccable customer relations as well as providing quality personal service. Our company provides a myriad of construction services, including but not limited to staffing a full civil construction division and a general construction division. We pride ourselves in completing our projects satisfactorily, within the allotted time frame, and, most importantly, under the budget specified for the project. Our primary objective is to provide our clients with the most trouble-free experience available during the construction process. Our combined team of professionals possesses extensive experience in all facets of construction, and we feel confident in our capability to meet any need that our clients may have.

Civil Construction Division:

- **Earthwork**
- **Land clearing**
- **Underground (drainage, water, sewer, lift stations, fire, etc.)**
- **Asphalt pavement**
- **Concrete work**
- **Lake excavation**
- **Guard rail installation/Fencing**
- **Gravity walls**
- **Landscaping/Irrigation**
- **Grading**

General Construction Division:

- **Ground-up construction (turnkey & design/build projects)**
- **Construction management**
- **Interior work (drywall, framing, flooring, MEP, etc.)**

Company Data:

- **Miami-Dade County Vendor**
- **FDOT Certified Minority Contractor**
- **South Florida Water Management District Small Business Certified Contractor**
- **Duns# 825672475**
- **Pervious Concrete Certified Contractor**
- **CPSI Playground Contractor Certification**

Licensed & Insured CGC 1531115

4806 SW 74 CT MIAMI, FL 33155
OFF: 786-845-8999 FAX:305-424-9334 EMAIL: ROBERT@HGCONSTRUCTION.US

8511 SW 81 LANE • MIAMI, FLORIDA 33143
PHONE 305-796-0491 • FAX 305-424-9334 • E-MAIL ROBERT@HGCONSTRUCTION.US

ROBERT HERNANDEZ

SUMMARY OF QUALIFICATIONS

I have more than twenty years of experience in the construction industry, ranging from hands on experience to management and ownership of operations. I have spent the last 20 years bidding, managing and servicing clients with construction needs. I am familiar with mitigations, zoning changes and requirements, construction permits, public works permits, DERM, and many other county/state agencies. I am knowledgeable in Florida building codes, ADA standards and requirements.

EDUCATION

Florida International University — Miami, Florida

Bachelor of Business Administration

- Major in International Business
- Certified General Contractor License CGC1531115
- Major in Marketing
- Participated in the Operations and Strategic Management Foreign Studies Program at the Inter-University Centre in Dubrovnik, Croatia

Christopher Columbus High School — Miami, Florida

High School Graduation

PROFESSIONAL EXPERIENCE

2007 - present — HG Construction Development and Investment Inc. — Miami, Florida

- Prepare proposals and bids for local municipalities.
- Project management and employee scheduling.
- Budgeting and forecasting of project details.

Project History (more project references available upon request)

Chapman Field Wetland Restoration (owner: Miami Dade County)

- Coordinate daily with the Department of Environmental Resource Management.
- Remove 55,000+ tons of contaminated soil from a Wetland Area.
- Handle and dispose of contaminated material in a Class I landfill.
- Managed restoration of affected Wetland to original state. Planting 10,000 new mangroves.

Miami Dade County Parks and Recreation Contract 4907 (owner: Miami Dade County)

- Construction & renovation of 20+ local parks, shelters, walkways, bikepaths and playgrounds.
- Concrete flatwork construction throughout numerous Dade County Parks.

Danny Meehan Park (owner: Town of Medley)

- New construction of a full park facility. Underground utilities, concrete walkways, parking lot, athletic facilities and full landscaping package.
- Performed FPL coordination for owner.
- Coordinated with owner and roadway contractor to tie into existing roadway connection on main road.
- Project completed on time.

Barry University South FL Campus

- Construction of ADA ramps, handrails and walkways to several campus buildings to meet ADA compliance.
- Construction of handicap parking stalls and access ramps throughout campus to assist with ADA compliance.

2000 – 2007 B&H Development Construction & Investment Group Miami, Florida

President

- A South Florida construction company dedicated to high end custom built homes for private clients

1998 – 2000 W.R.C. Construction Miami, Florida

Operations Manager

- South Florida construction company designed to manage custom built homes, remodeling and additions to existing homes, and commercial build outs and updates. My responsibilities ranged from project management, awarding contracts, and servicing clients.

1995 - 1998 S.B.I. Dumpster Service Miami, Florida

Vice President

- A roll off dumpster container company specifically designed to cater to South Florida's construction industry. We serviced residential and commercial construction.
- Site clearing and disposal of debris.

REFERENCES

Available upon request.

Alfonso Garcia

4806 SW 74th Court. Miami, FL 33155
(786)845-8999 office / (786)449-2841 cell
al@hgconstruction.us

Qualifications

- ***34 Years of Construction Experience***
- Senior Construction Manager (Contractor/Owner)
- Senior Construction Manager (Civil Engineering)
- Review and approve pay estimates, contractor's schedules, claims and change orders
- Review and approve shop drawings, performed quality assurance/control of plans and constructability reviews, inspected signalization construction and upgrades, performed and reviewed results of materials testing (density and concrete) and assisted in permit acquisition and plan approvals
- Provided as-built reviews and assisted in project closeouts for numerous projects with many different municipal agencies.
- Construction management of landscaping and hardscape projects
- Bilingual

Relevant Experience

Concourse "J" – South Terminal Program, Miami International Airport –
- Served as the project manager and owner's representative for this $200 million new concourse- 1,000,000 square feet

Luxury Home/Retail Construction and Property Management (Various) -
- Served as Operations Manager for private development and investment group in South Florida

Miami International Airport Roads 1 and Roads 2, Dade County Aviation Department –
- Provided construction inspection and management services

Miami International Airport Runway 9R/27L and Taxiway "T" Stormwater Culverts Project –
- Served as senior construction inspector

Miami International Airport Utility Corridors 1 and 2, Dade County Aviation Department
- Provided construction inspection and management services

NW 27th Avenue Widening and Reconstruction from north of SR 112 to NW 7th Street, FDOT District 6 –
- Served as a senior construction inspector for this drainage, road construction and widening, curbs/sidewalks/medians, signalization, roadway lighting, paving and signing and marking project

North Shore Area Roadway Improvements, City of Miami Beach –
- Served as construction manager for this $15 million project along Collins Avenue and along 71st Street. Including rehabilitation of the historic Normandy Fountain.

Lincoln Road Mall Improvements, City of Miami Beach –
- Served as construction manager for this $13 million outdoor mall improvement project

Citywide Wastewater Inflow/Infiltration Study and Mitigation Program, City of Miami Beach –
- Provided construction management services

South Pointe Improvements, City of Miami Beach –
- Served as construction manager for this $9 million utility and roadway improvement project

Pembroke Road Reconstruction and Intersection Improvements from west of I-95 to west of SR441, FDOT District 4
- Served as senior construction inspector for this roadway improvement project

Environmental and Permit Compliance Monitoring, FDOT District 6 –
- Provided construction inspection services

Pembroke Pines RV Parking Lots and Charter Schools, The Haskell Co. –
- Provided construction services for these sites as part of the design/build team

FPL (Various)
- **Civil and Structural construction Substations**
- **Civil Construction FPL Storage Facilities**
- **Interior re-models @ Turkey Point Nuclear Facility**

Wal-Mart Stores – New Construction

- Provided construction management services and plan approvals for various construction projects.

The Home Depot - New Construction

- Provided construction management services and plan approvals for various construction projects.

CVS/pharmacy – New Construction

- Provided construction management services plan approvals for various construction projects.

Town of Miami Lakes –

- Provided general engineering consulting services for numerous public works projects.
- Construction Manager for the construction of Royal Oaks Park

References

Mr. Jose Abreu – Former Director of the Miami International Airport / Director FDOT District 6
Mr. Ralph Casals – City Manager, Town of Cutler Bay
Mr. Rudy Garcia – FDOT District 6 Maintenance Engineer (Dept. Head)
Mr. Osdel Larrea – Asst. Director of Public Works, Town of Davie
Mr. Jorge Corzo – Town Engineer, Town of Medley
Mr. Greg Perry – Town E**ngineer, City of West Park**

Jimmy Barrow

4806 SW 74th Court. Miami, FL 33155
(786)845-8999 office / (786) 205-6651 cell
Jimmy.b@hgconstruction.us

Approved
HG Construction
By: Gabriel Jauregui
12/22/2020 5:03:35

Qualifications

- ***40 Years of Construction Experience***
- Senior Construction Superintendent
- Osha Construction Safety and Health Certified
- Commercial and residential projects ranging from $2 million to $10 million
- Specialties: Earthwork, dewatering, underground utilities (water, sanitary sewer, force main, and drainage systems), flat work, and hardscape
- Detail oriented
- Time and cost-effective planning
- Operation of heavy equipment

Relevant Experience

FPL Substations (Various)
- **Civil and Structural construction**

Wal-Mart Stores – (Various)
- Complete Sitework

The Home Depot – Doral, FL
- Complete Sitework

Tree Island Park – Miami-Dade County
- Complete Sitework, structural, hardscape, landscape, and irrigation

FPL NW 84th Ave. – Miami, FL
- Complete Sitework, landscape and irrigation

FPL Ziladen – Oakland Park, FL
- Complete Sitework, landscape and irrigation

FPL Okeechobee Corridor – West Palm Beach, FL
- Complete Sitework, landscape and irrigation

Miami Gardens Apartments
- Complete Sitework, landscape and irrigation

Town of Cutler Bay Bike/Pedestrian Facilities
- Demolition, grading, and flatwork

References

To be provided upon request.

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

EXHIBIT A
BID FORM

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

ITB# 2026-11-011
Public Services Parking Lot
9495 SW 180th Street
Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$ 63,192.08	$ 63,192.08
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$ 15.46	$ 45,595.20
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$ 17.58	$ 51,872.80
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$ 289.40	$ 71,771.24
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$ 5,972.46	$ 35,834.74
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$ 128.03	$ 6,401.32
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$ 263.59	$ 95,681.51
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$ 19.04	$ 26,275.20
522-2	Concrete Sidewalk (4" Thick)	10	SY	$ 60.48	$ 604.80
542-70	Concrete Wheel Stops	36	EA	$ 72.80	$ 2,620.80
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$ 13.12	$ 19,681.76
581-1-3	Relocate / Remove Existing Trees	1	LS	$ 2,800.00	$ 2,800.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$ 28.00	$ 3,360.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$ 943.04	$ 3,772.16
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$ 1,046.08	$ 2,092.16
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$ 1,046.08	$ 2,092.16
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$ 3.08	$ 3,388.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$ 16.80	$ 1,680.00
711-11-160	Thermoplastic, White, Message	2	EA	$ 504.00	$ 1,008.00
104	SWPPP	1	LS	$ 12,272.40	$ 12,272.40
120-6	EARTHWORK	562	CY	$ 81.70	$ 45,914.96
		Sub-Total Roadway Items			$ 439,723.93

BID ALTERNATE ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$ 17.92	$ 4,838.40
BA.02	#5 COARSE AGGREGATE	67	CY	$ 132.91	$ 8,905.12
BA.03	#8 COARSE AGGREGATE	41	CY	$ 147.29	$ 6,039.04
BA.04	PERMEABLE PAVERS	483	SY	$ 107.99	$ 52,160.64
		Sub-Total Bid Alternate Items			$ 71,943.20

ELECTRICAL ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$ 7,840.00	$ 7,840.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$ 7,280.00	$ 7,280.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$ 5,040.00	$ 5,040.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$ 2,800.00	$ 2,800.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$ 2,800.00	$ 11,200.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$ 3,214.40	$ 6,428.80
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$ 483.84	$ 1,935.36
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$ 12.15	$ 1,944.32
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$ 31.92	$ 2,234.40
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$ 44.24	$ 5,308.80
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$ 1,008.00	$ 1,008.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$ 784.00	$ 784.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$ 1,370.88	$ 2,741.76
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$ 1,370.88	$ 1,370.88
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$ 1,680.00	$ 1,680.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$ 7,769.44	$ 69,924.96
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$ 1,861.44	$ 16,752.96
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$ 89.04	$ 18,698.40
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$ 16.18	$ 7,768.32
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$ 9.91	$ 2,378.88
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$ 5.43	$ 651.84
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$ 20.93	$ 1,464.96
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$ 649.60	$ 1,948.80
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$ 2,800.00	$ 2,800.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$ 2,800.00	$ 2,800.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$ 2,800.00	$ 8,400.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$ 5,600.00	$ 5,600.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$ 3,920.00	$ 3,920.00
		Sub-Total Electrical Items			$ 202,705.44

MISCELLANEOUS ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$ 64,243.00	$ 64,243.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$ 32,121.00	$ 32,121.00
800-7	Permit Allowance	1	LS	$ 1,000.00	$ 1,000.00
999	Contingency (10%)	1	LS	$ 64,243.00	$ 64,243.00
		Sub-Total Miscellaneous Items			$ 161,607.00
		GRAND TOTAL NOT INCLUDING BID ALTERNATE			$ 804,036.37
		GRAND TOTAL INCLUDING BID ALTERNATE			$ 875,979.57

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

DRUG-FREE WORKPLACE CERTIFICATION

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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 proposal 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 proposal, 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): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

SUBCONTRACTOR LIST

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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
ELECTRICAL	DAYTON ELECTRIC	25100 S.W. 189 AVE MIAMI, FL	786-216-5679

DAYRON'S ELECTRIC INC
ELECTRICAL CONTRACTOR
786-216-5679
DELECTRICINC
DAYRONSELECTRIC.COM
INFO@DAYRONSELECTRIC.COM

06/03/2026

To whom it may concern,

Through this letter, you can find here a list of references for projects related to public parking in which Dayron's Electric Inc has participated as a subcontractor. If you need any information, you can contact us at 786-216-5679.

KENDALL SOCCER PARK RESTROOM	GREEN ENGINEERING & CONSTRUCTION, INC.	$ 55,000.00
WESTWIND LAKES PARK	A.B REMODELING, INC	$ 24,500.00
WATERWAYS DOG PARK	GREEN ENGINEERING & CONSTRUCTION, INC	$ 48,000.00
Martin Luther King Memorial Park Demolition	SK Quality Contractor Inc	$ 54,990.00
Washington Park Improvements	CORELAND CONSTRUCTION	$ 99,000.00
GWEN CHERRY PARK	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 177,000.00
CHAPMAN FIELD PARK	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 412,000.00
Lake Steven Park	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 13,500.00
Snapper creek park electrical	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 15,000.00
LEMON CITY BRANCH LIBRARY	A.B REMODELING, INC	$ 244,000.00
GWEN CHERRY PARK	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 177,000.00
CHAPMAN FIELD PARK	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 412,000.00
BP Pulse - Ft. Lauderdale EV Gigahub	CORE STATES CONSTRUCTION SERVICES INC	$ 229,900.00

DAYRON'S ELECTRIC INC
ELECTRICAL CONTRACTOR
786-216-5679
DELECTRICINC
DAYRONSELECTRIC.COM
INFO@DAYRONSELECTRIC.COM

Snappeer creek park electrical	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 15,000.00
LOREN ROBERTS PARK IMPROVEMETS - FLORIDA CITY	CORELAND CONSTRUCTION	$ 237,000.00
Lakeside Park Phase	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 277,570.00
Acadia Park	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 8,500.00
PHILLIPS PARK	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 186,200.00
NORTH GLADE PARK	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 7,200.00
FLL CANOPIES EMPLOYEE PARKING & PALM GARAGE	ALEN CONSTRUCTION GROUP	$ 83,900.00
PORT EVERGLADE T4 IMPROVEMENTS	ALEN CONSTRUCTION GROUP	$ 83,951.00
Veterans Park	HG CONSTRUCTION DEVELOPMENT & INVESTMENT	$ 135,000.00
ELIZABETH VIRRICK PARK	Unitech Builders Corp	$ 28,485.00
Watson field, Big Pine Key, FL	TECHLINE SPORTS LIGHTNING	$ 124,500.00

Thank you,

612

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

YANES, DAYRON

DAYRON'S ELECTRIC INC
25100 SW 189TH AVENUE
HOMESTEAD FL 33031-1727

LICENSE NUMBER: EC13010014

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/19/2024

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.

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

GOVERNMENTAL REFERENCES

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: HG Construction Development & Investment, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: FDOT LAP PROJECT - CONSTRUCT CITY TROLLEY TRANSIT STOPS ALONG PONCE DE LEON BLVD IN CORAL GABLES. REMOVE AND REPLACE COLORED SIDEWALKS AND CURBS, INSTALL REINFORCED SHELTER SLABS, NEW COVERED SHELTERS, TRASH RECEPTACLES, BIKE RACKS, AND BENCHES INSTALLED. DILAY LANE CLOSURES WERE SET UP. PROJECT - LAST MILE TRANSIT IMPROVEMENTS - PONCE DE LEON BLVD

Initial Value of Contract: $1,430,400.00 Final Value of Contract: $1,556,000.00

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:

VERY QUALIFIED AND PROFESSIONAL CONTRACTOR. ANY/ALL ADDITIONS AND CHANGES TO THIS PROJECT WERE OWNER DRIVEN AND DID EXTEND THE CONTRACT A LITTLE. THIS PROJECT WAS VERY VISIBLE TO THE PUBLIC AND THE CITY DID NOT RECEIVE ANY COMPLAINTS DURING THE COURSE OF CONSTRUCTION. I WOULD RECOMMEND HG CONSTRUCTION HIGHLY.

Name of Public Entity/Company: VOLKERT, INC. - FDOT PROJECT ADMINISTRATOR

Name of Individual completing this form: WILLIAM PEREZ, P.E.

Signature: _____ Title: FDOT PROJECT ADMINISTRATOR

Telephone: (786)295-1418 Email: william.perez@volkert.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: HG Construction Development & Investment, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: DEMO OF EXISTING BALL FIELDS AND DECADED OVERGROWN LANDSCAPING. CONTAMINATED SOIL REMEDIATION OF 7 ACRES. GRADING NEW SITE, BASEBALL FIELD CONSTRUCTION, FENCING, PARKING LOT, SPORTS LIGHITNG PACKAGE, RE-LOCATE EXISTING UTILITIES, DRAINAGE, WATER SERVICE, IRRIGATION AND LANDSCAPING

PROJECT - CHAPMAN FIELD PARK ENVIRONMENTAL REMEDIATION PROJECT

Initial Value of Contract: $2,986,400.00 Final Value of Contract: $3,348,000.00

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:

MIAMI DADE PROS WORKS REGULARLY WITH HG CONSTRUCTION. THEY HAVE BEEN A TRUSTED CONSTRUCTION PARTNER FOR OVER A DECADE. VERY RESPONSIVE AND ATTENTIVE TO THE CHANGING NEEDS OF THE COUNTY. WE WELCOME WORKING THIS FIRM AT ANY TIME.

Name of Public Entity/Company: MIAMI DADE COUNTY PARKS, RECREATION & OPEN SPACES (PROS)

Name of Individual completing this form: ALAIN PORTUONDO GONZALEZ - CONSTRUCTION MANAGER 2

Signature: _____ Title: CONSTRUCTION MANAGER 2

Telephone: (786)479-0221 Email: alain.portuondogonzalez@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: HG Construction Development & Investment, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Roadway widening & reconstruction, milling and resurfacing, sidewalk, curb, drainage improvements, signing and pavement markings, landscaping, traffic calming (speed tables/ raised intersection) connection to FDOT R.O.W (US 441/SR7) - PROJECT: SW 25TH STREET IMPROVEMENTS

Initial Value of Contract: $2,188,466.00 Final Value of Contract: $2,356,134.00

Length of Contract: 13 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:

Highly qualified, capable, and professional contractor. All additions and modifications to the contract were at the request of the owner. Highly complex and difficult project due to busy industrial segment of project. Contractor was able to maintain adjacent business operations while working. I am pleased to recommend this contractor.

Name of Public Entity/Company: City of West Park, Fl

Name of Individual completing this form: Gregory Perry, PE

Signature: Gregory Perry Digitally signed by Gregory Perry DN: cn=Gregory Perry, o, ou, email=perrin.international@gmail.com, c=US Date: 2026.06.03 20:53:07 -04'00' Title: Director of Engineering & Capital Improvements

Telephone: 954-350-2705 Email: gperry@cityofwestpark.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

ACKNOWLEDGEMENT WARRANTY AND ACCEPTANCE

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

NON-COLLUSIVE AFFIDAVIT

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Roberto M. Hernandez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: HG Construction Development & Investment, 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): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was XX personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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 Roberto M. Hernandez

For HG Construction Development & Investment, Inc

Whose business address is: 4806 SW 74th Court Miami, Florida 33155

And (if applicable) its Federal Employer Identification Number (FEIN) is: 43-2094655

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): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

DISABILITY NONDISCRIMINATION STATEMENT

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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: Roberto M. Hernandez, President

(print individual's name and title)

for: HG Construction Development & Investment, Inc

(print name of entity submitting sworn statement)

whose business address is: 4806 SW 74th Court Miami, Florida 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is: 43-2094655

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.

Signature of Official: _____

Name (typed): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 28TH day of May, 2026, by Roberto M. Hernandez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal.

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

BUSINESS ENTITY AFFIDAVIT

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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, Roberto M. Hernandez 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:

43-2094655

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

HG Construction Development & Investment, Inc

Name of Entity, Individual, Partners or Corporation

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

4806 SW 74th Court Miami, Florida 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
Roberto M. Hernandez, President	4806 SW 74th Court Miami, Florida 33155	50 %
Alfonso M. Garcia, Vice-President	4806 SW 74th Court Miami, Florida 33155	50 %
		%

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

NONE

Signature of Official: _____

Name (typed): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** xx **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was x personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

CONFORMANCE WITH OSHA STANDARDS

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We HG Construction Development & Investment, 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# 2026-11-011, 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): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** XX **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC STATE OF FLORIDA
OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz

NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

ANTI-KICKBACK AFFIAVIT

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** x **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was x personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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? NONE

Yes or No, If yes, explain the circumstances.

Executed on 05/28/2026 at Miami-Dade County
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Roberto M. Hernandez

Title: President

Company: HG Construction Development & Investment, Inc

Date: 05/28/2026

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

E-VERIFY AFFIDAVIT

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Roberto M. Hernandez (the individual attesting below), being duly authorized by and on behalf of HG Construction Development & Investment, Inc (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 28th day of May, 2026.

Signature of Affiant

Print or Type Name: Roberto M. Hernandez, President

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** xx **physical presence or** _ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 28th day of May, 2026.

My Commission Expires: 09/23/2029

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
Notary Public

NHCS – E-Verify 081815

Company ID Number: 1736126

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and HG Construction Development & Investment, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1736126

Approved by:

Employer HG Construction Development & Investment, Inc.	
Name (Please Type or Print) Olga L Cruz	Title
Signature Electronically Signed	Date 09/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/09/2021

Company ID Number: 1736126

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	HG Construction Development & Investment, Inc.
Company Facility Address	4806 SW 74th Court Miami, FL 33155
Company Alternate Address	4806 SW 74th Court Miami, FL 33155
County or Parish	MIAMI-DADE
Employer Identification Number	432094655
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Company ID Number: 1736126

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 1736126

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Olga L Cruz
Phone Number	7868458999
Fax	3054249334
Email	olga@hgconstruction.us

Name	Olga L Cruz
Phone Number	7868458999
Fax	3054249334
Email	olga@hgconstruction.us

This list represents the first 20 Program Administrators listed for this company.

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

FOREIGN COUNTRY OF CONCERN ATTESTATION

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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: Roberto M. Hernandez

Title: President

Signature: 

Date: 05/28/2026

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: HG Construction Development & Investment, Inc ("**Company**")

Vendor FEIN: 43-2094655

Address: 4806 SW 74 COURT

City: Miami State: Florida Zip: 33155

Phone number: 786-845-8999 Email Address: Robert@hgconstruction.us

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.

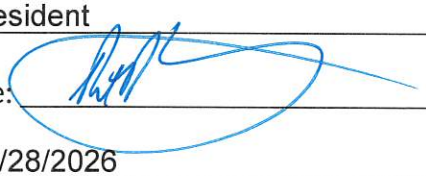
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Roberto M. Hernandez

Title: President

Signature: 

Date: 05/28/2026

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

IMMIGRATION AFFIDAVIT CERTIFICATION

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: HG Construction Development & Investment, Inc

Signature: _____ Title: Roberto M. Hernandez, President

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** xx **physical presence or** ___ **online notarization**, this 28th day of May, 2026, by Roberto M. Hernandez. He/She was X personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 2029

Olga L Cruz
NOTARY PUBLIC, STATE OF FLORIDA

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

W-9

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

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)
HG Construction Development & Investment, 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.)
4806 SW 74 COURT

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
[redacted]

Employer identification number
4 3 2 0 9 4 6 5 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 ▶ 05/28/2026

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.

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

BID-BOND

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, HG Construction Development and Investment, Inc (hereinafter called the Principal), and Palomar Casualty and 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")
Public Services Parking Lot

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 HG Construction Development and Investment, Inc, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Palomar Casualty and 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 29th day of May, 2026, and attested by its Witness, A.D., 2026.

ATTEST:

Olga L. Cruz

_____

HG Construction Development and Investment, Inc

By: _____(Title)

(Principal) ALFONSO M. GARCIA VICE PRESIDENT

ATTEST:

_____

Kailee Rosenhaus, Witness

Palomar Casualty and Surety Company

By: _____

(Surety) Attorney-in-Fact

Kevin Wojtowicz, 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).

PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: n/a **Principal:** HG Construction Development and Investment, Inc

Description: Public Services Parking Lot

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

Kevin Wojtowicz, Jessica Reno, Devin Phillips, and Christian Collins

on behalf 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 $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY SEAL 0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

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, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 29th day, of May, 2026.

PALOMAR SPECIALTY SEAL 0001

Angela Grant
Secretary

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

ADDENDUM'S

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

ADDENDUM NO. 1

Date: May 20th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used.

Question No. 1: With regards to the above mentioned project, what is the estimated budget? Florida Blacktop Inc. holds a state issued Underground Utility License (CUC), is FDOT prequalified, and has been operating in the state of Florida performing the work outlined in the ITB for over 40 years. Are we qualified to bid this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

If the Company has a CUC, then the Company would be qualified to bid this work. Please be aware that the Company would need to add an electrical contractor to their subcontractor team.

Question No. 2: The quantity for the solid 24" pipe is not shown in the plans. Can the Village confirm the quantity shown in the bid form is correct?

Response: *Solid 24" pipe quantity is 50ft.*

Question No. 3: The asphalt thickness in the plans does not coincide with the asphalt thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Asphalt thickness is 1.5".*

Question No. 4: The limerock base thickness in the plans does not coincide with the limerock base thickness shown in the bid form. Can the Village confirm which thickness is correct?

Response: *Limerock Base (8") (Primed).*

Question No. 5: Can the Village confirm if the attached permeable paver is acceptable?

Response: *Yes, the pavers provided are acceptable.*

Question No. 6: Is the contractor responsible for relocating the existing flagpole?

Response: *Yes.*

Question No. 7: The electrical drawings are missing from the set of plans. Could you provide them?

Response: *Yes.*

Question No. 8: What is the budget for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Question No. 9: The 3-inch diameter irrigation pipe does not specify the material. Could you please specify the type of material?

Response: *PVC Schedule 40.*

Question No. 10: The 24-inch diameter perforated pipe for the exfiltration trench does not specify the material. Could you please specify the type of material?

Response: *ADS N-12 pipe.*

Question No. 11: Could you provide the specifications for the permeable pavers specified in the bid alternate?

Response: *An acceptable sample has been attached. Please submit intended pavers for review.*

Question No. 12: Could you provide the specification of the solar lighting poles and pole foundations?

Response: *Plans Drawing No: E-501 & E-502.*

Question No. 13: Could you provide a detailed view of the stamped asphalt pattern for the speed bump?

Response: *It is not necessary for the speed hump to be stamped asphalt.*

Question No. 14: Item 430-175-124: "Pipe, Optional Material, Round, 24" S/CD." Is this item part of the base bid? Where is this pipe located on Plan Sheets C-07?

Response: *24" Solid pipe is 50ft. (5ft connections from drain structures to proposed French drains).*

Question No. 15: The bid form does not specify the quantity of 24-inch solid pipe connecting to the catch basins and the perforated pipes in the exfiltration trenches, which amount to approximately 60 feet. Could you clarify whether Article 430-175-124 refers to this solid pipe?

Response: *24" Solid pipe is 50ft.*

Question No. 16: Item 334-3-23 specifies a 1-inch-thick asphalt concrete friction course (Traffic C, Type FC-9.5, high polymer content), and Sheet C-08 specifies a 1-1/2-inch-thick concrete surface course (Type S-III). What is the correct asphalt thickness and type for the parking lot on this project?

Response: *Asphalt 1.5" thickness*

Question No. 17: The bid alternate item BA.01 description- reinforced concrete curb border is not clear what kind of reinforcement will be needed for this concrete curb. Could you specify the reinforcement that is required for this concrete curb border?

Response: *2 #4 rebars on the permeable pavers parking stall detail on sheet C-08*

Question No. 18: The plans specify 8 inches of LBR 100 for the base in the parking area, whereas Item 210-1-1 of the bid form requires a minimum of 12 inches. What is the correct thickness?

Response: *8 inches.*

Question No. 19: The bid form specifies 165 tons of asphalt for a thickness of 1 inch, whereas the plans require 1-1/2 inches, which corresponds to 230 tons. Please advise us on how to proceed.

Response: *247.5 tons.*

Question No. 20: Alternative Bid Item BA.01 (Reinforced Concrete Curb) indicates a total of 207 linear feet, but the correct quantity is 296 linear feet. Please advise us regarding this matter.

Response: *The correct number is 270 LF, the two stalls on the NE end are not parking and will therefore not have reinforced concrete curb because they will not have pavers.*

Question No. 21: The bid form, under the heading "Miscellaneous Items: Allowance for Permits" (Item 800-7), does not specify the percentage or the amount. Could you please provide this information?

Response: *The permitting amount will be set at a max of $1,000. Final permitting amount to be determined during the permitting process.*

Question No. 22: Can the Village of Palmetto Bay provide a set of electrical plans?

Response: *Please see attached "Addendum #1 - ITB# 2026-11-011 – Electrical Set".*

Question No. 23: Will the Village extend the bid opening date?

Response: *Thursday, June 4th, 2026, on or before 11:00 a.m. Please see below the updated Schedule of Events.*

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 12th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, May 19th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Friday, May 29th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 29th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 4th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Question No. 24: What is the project schedule and the number of days for completion?

Response: *Nine (9) months from the Notice to Proceed date.*

Question No. 25: A 5% bid bond is required with the bid?

Response: *For construction contracts exceeding fifty thousand dollars ($50,000.00), contractors shall submit the following with the bid documents:*

a. A bid guarantee equal to five percent (5%) of the bid price.

Question No. 26: Is relocation of the flagpole in our scope?

Response: *Yes.*

Question No. 27: Could you please provide us with the engineering estimate for this project?

Response: *The Engineer's probable cost for this project including the bid alternate is Seven Hundred Thirty-Seven Thousand Four Hundred Forty-Six Dollars and Zero Cents ($737,446.00) with a ten percent (10%) contingency included.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

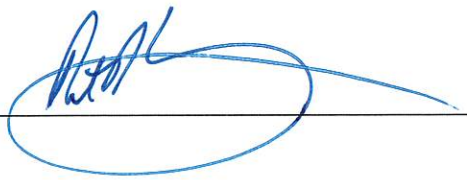
Title: Public Services Parking Lot

Name of Contractor HG Construction Development & Investment, Inc

Date Addendum Received 05/20/2026

Total Pages of Addendum including Acknowledgement 6

Print Name Roberto M. Hernandez

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. 2

Date: May 29th, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #2 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Question No. 1: There is no pay item for the items required by SWPP plan sheet C-11. Will a pay item be added for these items, including but not limited to: silt fence, inlet protection, tracking pad, filing of NOI, monitoring and reporting, bracing/protection of existing trees to remain, dust control, and street sweeping?

Response: *A lump sum SWPPP Pay Item will be added to the bid form.*

Question No. 2: Under which pay item will the perimeter berm construction be paid?

Response: *A pay item will be added for Earthwork (CY).*

Question No. 3: Please confirm all sod required for the restoration of existing conditions where berm construction is beyond the limits of proposed grading, will be paid under the sod line item.

Response: *Yes, where berm construction is beyond the limits of proposed grading, all required sod restoration will be paid under the sod line item.*

Question No. 4: Please provide the foundation details for the proposed relocated flagpole.

Response: *Please see attached "Addendum #2 – ITB# 2026-11-011 – Flagpole".*

Question No. 5: Under what pay item will relocation of the existing flagpole be paid?

Response: *Under Relocation pay item 581-1-3.*

Question No. 6: Will the Contractor be required to hire a Quality Control lab for density and soil testing or will this be handled by the Village?

Response: *The contractor shall provide the densities.*

Question No. 7: Please confirm there is no proposed fencing in this project scope of work.

Response: *There is no proposed fencing in this project.*

Question No. 8: Are there any known underground utilities in the proposed construction footprint?

Response: *The contractor will have to call for locates before starting the project.*

Question No. 9: Our aggregate supplier has never heard of #5 and #8 coarse aggregate. Can the Village of Palmetto Bay provide another name or description of these materials?

Response: *Please see aggregate size information below:*

#5 Coarse Aggregate (3/4" - 1")

#8 Coarse Aggregate (3/8" - 1/2")

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor HG Construction Development & Investments, INC.

Date Addendum Received June 1, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name ALFONSO GARCIA

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.

Model EC30

6" - 14 gauge spun aluminum ball gold anodized

Single sheave truck, cast aluminum revolving, non-fouling type

2 Bronze swivel snaps with covers per halyard

1 Set of halyard: #10 poly

1 - 9" Cast aluminum cleat

Aluminum flash collar

3000 PSI concrete

Hardwood wedges (supplied by others)

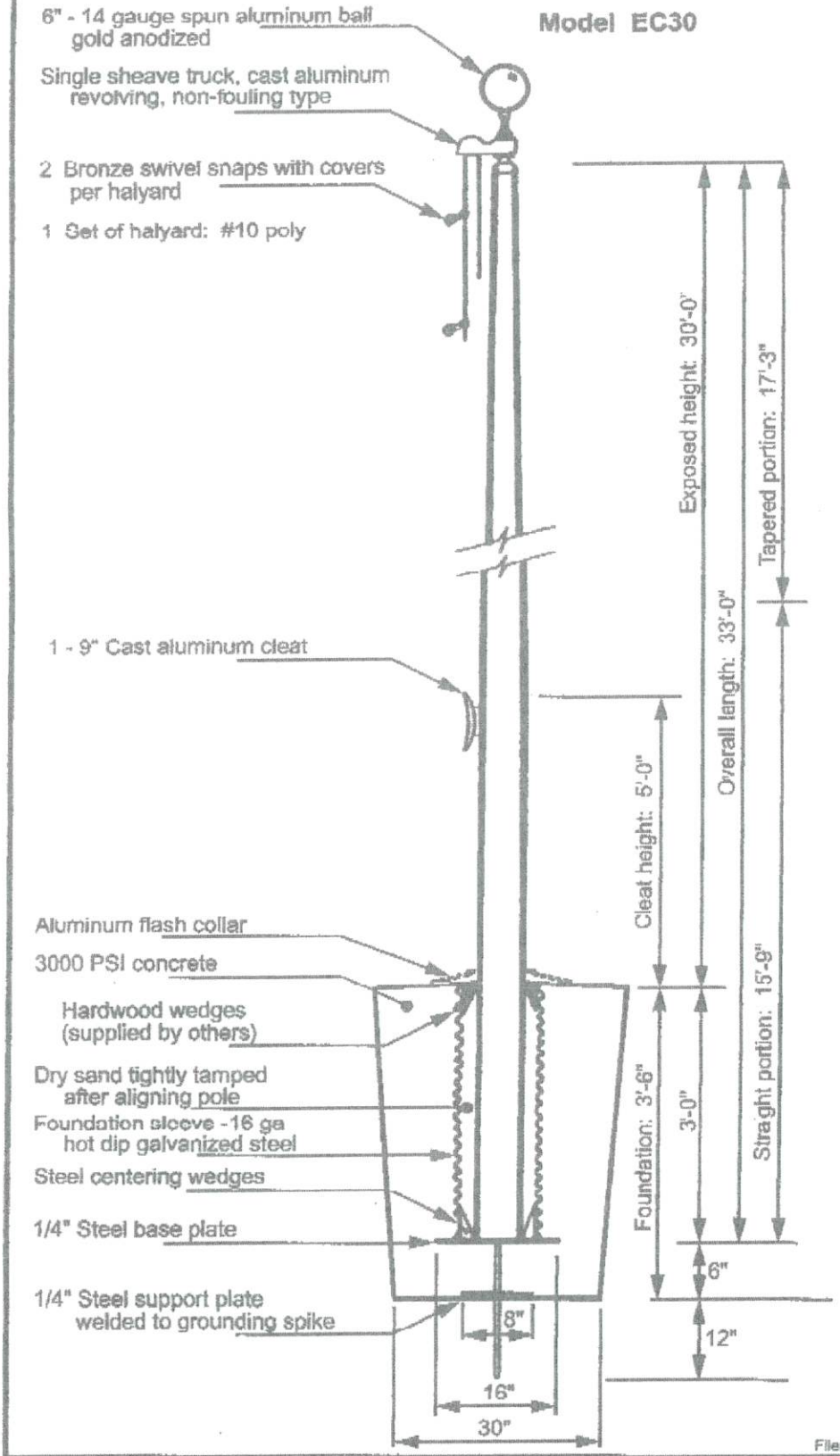
Dry sand tightly tamped after aligning pole

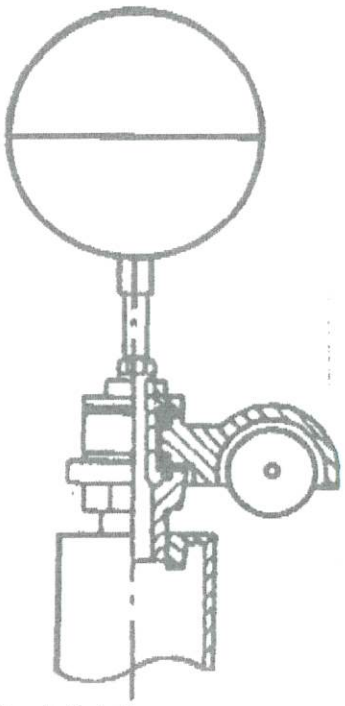
Foundation sleeve -16 ga hot dip galvanized steel

Steel centering wedges

1/4" Steel base plate

1/4" Steel support plate welded to grounding spike





Truck Detail

Aluminum body
Stainless steel ball bearings
Aluminum sheave
Cast aluminum spindle

All shafts with overall length of more than 38'-6" are shipped in two sections.

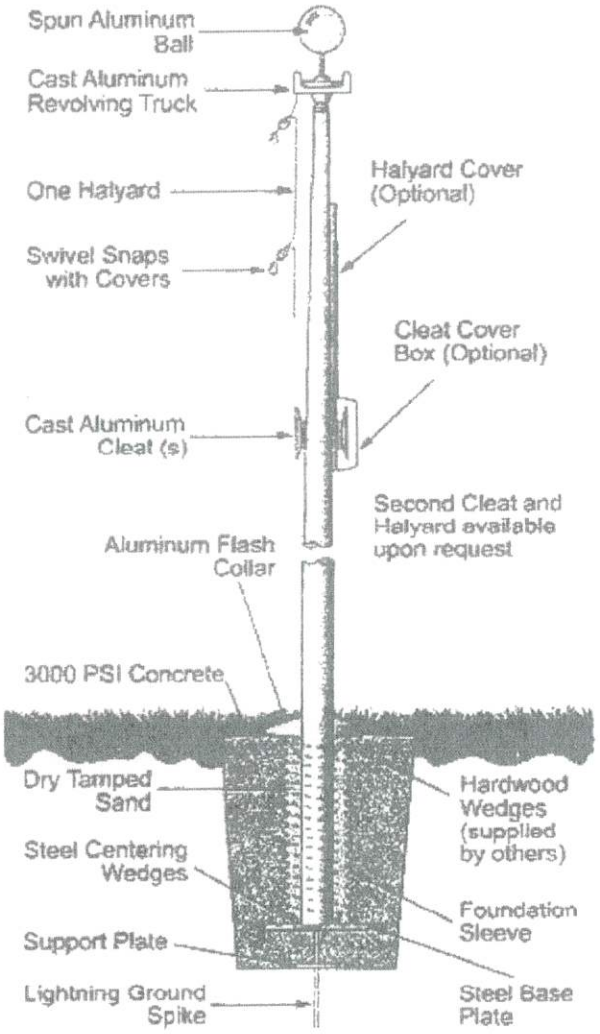


Each section matched marked for field assembly. Exposed portion of jam sleeve must be **well lubricated** prior to assembly.

1-1/2" maximum shop gap allowed for field fitting (ram for tight joint)

Filename: EC30 single sheave_revolving truck.ai

Project:	Ground set tapered aluminum flagpole: ALLOY: 6063T6		EDER FLAG	Date:
Location:	Exposed height: 30'-0"	Overall height: 33'-0"	MANUFACTURING COMPANY	Revision:
Architect:	Ship in 1 section	Butt diameter: 6"	1000 W. Rawson Avenue	
Contractor	Top diameter: 3 1/2"	Wall thickness: .100"	Oak Creek, WI 53154	
Customer:	Finish: 100 grit polish			Job:


Spun Aluminum Ball
Cast Aluminum Revolving Truck
One Halyard
Swivel Snaps with Covers
Halyard Cover (Optional)
Cleat Cover Box (Optional)
Cast Aluminum Cleat (s)
Second Cleat and Halyard available upon request
Aluminum Flash Collar
3000 PSI Concrete
Dry Tamped Sand
Steel Centering Wedges
Support Plate
Lightning Ground Spike
Hardwood Wedges (supplied by others)
Foundation Sleeve
Steel Base Plate

ADDENDUM NO. 3

Date: June 3rd, 2026

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. 2026-11-011
Public Services Parking Lot

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 12th, 2026, and with a bid opening date of June 4th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form" that includes the updated bid form to be used. Bidders should not use the bid forms labeled *VOID* on DemandStar.

Clarification No. 1: Regarding the alternative items (BA.02 and BA.03), the total quantities for these items appear to be reversed, given that the No. 5 coarse aggregate has a thickness of 5 inches and the No. 8 coarse aggregate has a thickness of 3 inches; assuming the area is the same for both—483 square yards—the quantity for the No. 5 coarse aggregate should be 67 cubic yards, and the quantity for the No. 8 coarse aggregate should be 41 cubic yards. Please advise.

Response: *Correct, please see attached "Addendum #3 - ITB# 2026-11-011 – Exhibit A – Updated Bid Form".*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor HG Construction Development & Investments, Inc.

Date Addendum Received June 3, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name ALFONSO GARCIA

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.

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO.: 2026-11-011

PUBLIC SERVICES PARKING LOT
9495 SW 180th Street
Palmetto Bay, FL 33157

OTHER DOCUMENTS

- **SIMILAR PROJECTS/REFERENCES/EXPERIENCE**
- **PROJECTS IN PROGRESS**
- **CERTIFICATE OF INSURANCE**
- **STATEMENT OF B ONDABILITY**
- **CERTIFIED GENERAL CONTRACTORS LICENS**
- **FDOT CERTIFICATE OF QUALIFICATIONS**
- **CERTIFIED PLAYGROUND SAFETY INSPECTOR (NATIONAL RECREATION AND PARK ASSOCIATION)**
- **LIST OF CATEGORIES WE SELF PERFORM**
- **OWED EQUIPMENT LIST**

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

HG CONSTRUCTION

- **LANDSCAPE STRUCTURES CERTIFICATION**
- **PORTER PLAYCORE**
- **DUMOR SITE FURNISHING**
- **FREENOTES HARMONY PARK**
- **POLIGON PORTER**
- **LETTERS OF RECOMMENDATIONS**
  - **Albu & Associates, Inc.**
  - **City of Miami Springs**
  - **Claro Development**
  - **Kimley Horn**
  - **McCorkle Construction Company**
  - **Miami-Dade County – Parks, Recreation and Open Spaces**
  - **Miami-Dade County – Capital Programs Division**
  - **R.A. Rogers Construction Company**
  - **Town of Medley**
  - **Kennedy Contractors, Inc.**
  - **City of Sunrise**
  - **City of Miramar**
  - **CBRE / FPL**

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HG CONSTRUCTION

SIMILAR PROJECTS/REFERENCES/EXPERIENCE

1. CITY OF WEST PARK SW 25 ST PROJECT
   CLIENT: CITY OF WEST PARK
   COMPLETED: 2024
   ROADWAY PROJECT: SIDEWALK, CURBING, DRAINAGE, GRADING, MILLING, ASPHALT, LANDSCAPEING, ADA GUIDELINES ETC.
   CONTACT: GREGG PERRY CITY PM
   PH: 954-350-2705
   EMAIL: GPERRY@CITYOFWESTPARK.ORG
   VALUE: $2,345,600.23

2. HOME DEPOT #0429 & ENVIRONMENTAL REMEDIATION
   CLIENT: RA ROGERS CONSTRUCTION
   COMPLETED 2024 VALUE: $4.7 MILLION
   SITE DEVELOPMENT PACKAGE: EXCAVATION, REMOVAL, EXCAVATION, HAULING, & DISPOSAL OF CONTAMINATED SOILS TO CLASS 1, DRAINAGE, SEWER, WATER, GRADING, DEMOLITION, ASPHALT, CONCRETE FLATWORK, FENCING & LANDSCAPING
   CONTACT: JASON WHITWORTH PM
   EMAIL: JWHITWORTH@RAROGERS.COM

3. OAK GROVE PARK ARTIFICIAL TURF SOCCER CONVERSION, LIGHTING AND ADA COMPLIANCE
   CLIENT: MIAMI DADE PARKS AND RECREATION
   COMPLETED 2023
   690 NE 159 ST MIAMI, FL 33162
   SCOPE: GRADING, DRAINAGE, MUSCO SPORTS LIGHTING PACKAGE, IRRIGATION, TURF SOCCER FIELD (BY FIELDTURF), CONCRETE WALKWAYS, BLEACHERS, LANDSCAPING ETC.
   CONTACT: DUANE KOPP
   PH: 305-755-7954
   CELL: 305-747-2854
   EMAIL: DUANE.KOPP@MIAMIDADE.GOV
   VALUE: 2,215,1087.20

4. LAKE STEVENS SPLASHPAD AND PARK DEVELOPMENT PROJECT
   CLIENT: MIAMI DADE PARKS AND RECREATION
   COMPLETED: 2025
   5 ACRE PARK DEVELOPMENT: BATHROOM/STORAGE BLDG, SPLASHPAD WITH CONTROL SYSTEM, PARKING LOT, FDOT RIGHT OF WAY WORK, FENCING, SITE LIGHTING, LIGHTED WALKWAYS, LIFT STATION, LANDSCAPING ETC.
   CONTACT: GUILLERMO OSORIO CITY PM

PH: 305-755-7914
EMAIL: GUILLERMO.OSORIODELACALLE@MIAMIDADE.GOV
VALUE: $3,496,939.28

5. JEB ESTATES PARK
   CLIENT: MIAMI DADE PARKS AND RECREATION
   COMPLETED: 2023
   14530 NW 16 CT
   MIAMI, FL 33167
   PLAYGROUND & ARTIFICIAL TURF SURFACE INSTALLATION (FOREVERLAWN), DRAINAGE, PIP, FENCING, GATES, WALKWAYS, LANDSCAPING, GRADING & RESTORATION.
   CONTACT: ROBERTO RODRIGUEZ
   TEL: 305-961-2791
   ROBERTO.RODRIGUEZ3@MIAMIDADE.GOV
   VALUE: 1,659,600.21

6. CHAPMAN FIELD ENVIRONMENTAL REMEDIATION OF CONTAMINATED STIE/BASEBALL FIELD DEVELOPMENT ADJACENT TO WETLAND AREAS
   CLIENT: MIAMI DADE PARKS AND RECREATION
   COMPLETED 2025
   13601 DEERING BAY DR
   SCOPE: DEMO OF EXISTING BASEBALL FIELD, LAND CLEARING HEAVY VEGETATION, HANDLING OF CONTAMINATED SOILS, DRAINAGE, BLDG RETENTION AREAS, IMPORT 80/20, BUILD NEW BASEBALL FIELD W/ 80/20 ROOTZONE MIX, PARK WALKWAYS, PERIMETER & FIELD FENCING, 7 ACRES OF CONTAMINATED SOILS COVER, NEW BERMUDA TURF, WALKWAYS, SPORTS LIGHTING, IRRIGATION, OFFSITE PAVEMENT, MOT ETC.
   CONTACT: EDUARDO ACOSTA COUNTY PM
   PH: 305-755-7988
   CELL: 786-717-9076
   EMAIL: EDUARDO.SOSA-ACOSTA@MIAMIDADE.GOV
   VALUE: $5,522,458.25

7. TREE ISLAND PARK
   CLIENT: MIAMI DADE PARKS AND RECREATION
   COMPLETED 2023
   NEW 5 ACRE PARK NEW BATHROOM, STORAGE, MAINTENANCE BUILDING, LIGHTED WALKWAYS, DEMUCKING, 4,000' OF FENCING (MULTIPLE SIZES), PIP , UTILITIES, PARKING, PLAYGROUNDS, DOG PARK, SHELTERS, FITNESS EQUIPMENT, WATER & SEWER SERVICE, OFFSITE UTILITIES AND PARKING.
   CONTACT: ALAIN PORTUONDO
   PH: 305-755-7819 CELL: 786-479-0221
   EMAIL: ALAIN.PORTUONDOGONZALEZ@MIAMIDADE.GOV

VALUE: $4,407,882.98

8. SUNRISE MAINTENANCE BOAT RAMPS PHASES I, II, III & IV
   CLIENT: CITY OF SUNRISE
   COMPLETED: 2024
   NEW CONSTRUCTION OF 30 CONCRETE PRECAST BOAT RAMPS, WALKWAYS, FENCING, GATES, GUARDRAILS, ASSOCIATED EXCAVATION/DREDGING, GRADING, RIP RAP INSTALLATION, SIDEWALKS, PRE CAST DOCK PLACEMENT ETC.
   CONTACT: CITY ENGINEER MARK WINSLOW
   PH: 954-888-6066
   EMAIL: DNOEL@SUNRISEFL.GOV
   VALUE: $1,404,317.40

9. MIRACLE LEAGUE FIELD TAMIAMI PARK FOR CHILDREN W/ PHYSICAL & DEVELOPMENTAL CHALLENGES
   CLIENT: MIAMI DADE PARKS AND RECREATION/MIAMI MARLINS
   11201 SW 24th STREET
   MIAMI, FLORIDA 33165
   BASEBALL FIELD CONVERSION (MONUMENT WALL, FENCING(MULTIPLE SIZES), GATES, ASPHALT, LANDSCAPING, STRUCTURAL DUGOUTS, WATER SERVICE, ADA COMPLIANCE & PARKING)
   CONTACT: JOEL ARANGO
   TEL: 305-755-5453
   EMAIL: Joel.Arango@miamidade.gov
   VALUE: $785,554.32

10. NORTH GLADE PARK
    CLIENT: MIAMI DADE PARKS
    DESCRIPTION: PLAYGROUND INSTALLATION, SITEWORK, IPE WOOD DECK WALKWAY, LANDSCAPING, ENVIRONMENTAL FEATURE ALONG WALKWAY, IRRIGATION ETC.
    CONTACT: MARIBEL ALMIROLA
    305-755-7829
    EMAIL: MARIBEL.ALMIROLA@MIAMIDADE.GOV
    VALUE: $632,592.00

11. TERRAMAR PARK FENCE & DUGOUT REPLACEMENTS
    CLIENT: CITY OF PARKLAND
    COMPLETED: 2024
    DEMOLITION OF EXISTING BASEBALL FIELD FENCING & DUGOUTS FOR FIELDS 1 & 5. RECONSTURCTION OF NEW FENCING, DUGOUTS, CONCRETE FLATWORK AND FIELD RESTORATION.
    CONTACT: JAMORIE DEPUSOIR

PH: 954-757-4108
EMAIL: JDEPUSOIR@CITYOFPARKLAND.ORG
VALUE: $500,000

12. FLAMINGO PARK HANDBALL COURTS RESTORATION
    CLIENT: CITY OF MIAMI BEACH
    COMPLETED:2023
    RESTORATION OF EXISTING HANDBALL COURT STRUCTURES OVER 4000 SQ FT : 10' PERIMITER AND ROOF MOUNTED FENCING, MUSCO LIGHTING, RESURFACING, GLASSWORK, STRUCTURAL
    CONTACT: DAVID GOMEZ
    PH: 305-673-7071
    DAVIDGOMEZ@MIAMIBEACHFL.GOV
    VALUE: $2,331,948.31

13. CHAPMAN FIELD DEVELOPMENT
    CLIENT: MIAMI DADE PARKS AND RECREATION/SFM SERVICES
    12400 SW OLD CUTLER ROAD
    CONSTRUCTION OF NEW PARK FACILITIES (PILES, BRIDGE, GRADE BEAMS, DEAD MEN, BRIDGE CONSTRUCTION, ADA KAYAK LAUNCHING PIER, SEAWALL, ADA COMPLIANCE RAMPS, GANGWAY INSTALLATION, GEOGRID INSTALLATION AT PARKING AREA, TRAFFIC SIGNAGE/MODIFICATION, DRAINAGE, DEMUCKING AND LANDSCAPING)
    CONTACT: MARIO LIGNAROLO PH: 305-219-8367
    EMAIL: MLIGNAROLO@SFMSERVICES.COM

14. HOBIE ISLAND/VIRGINIA KEY BEACH RESTORATION PROJECT
    CLIENT: MIAMI DADE COUNTY
    275 NW 2ND ST MIAMI, FL 33128
    START DATE 2018 FINISH DATE 2020
    PARK RESTORATION (BEACH RENOURISHMENT, CONCRETE FLATWORK, WALKWAYS, RIP RAP STABALIZATION, ARMORFLEX RAMP INSTALLATION, GRADING, PAVING, PAVERS ETC.)
    CONTACT: JOEL ARANGO SR. CONSTRUCTION SECTION HEAD
    PH: 305-755-5453EMAIL: JOEL.ARANGO@MIAMIDADE.GOV

15. GWEN CHERRY PARK
    CLIENT: MIAMI DADE COUNTY PARKS
    COMPLETED 2025
    CONSTRUCTION OF NEW PARK SHADE STRUCTURE OVER EXISTING FOOTBALL FIELD STRUC. AUGER CAST PILES AND HANDLING OF ALL EXCAVATED SOILS AS COTAMINED SOILS. HANDLING, LOADING AND HAULING TO CLASS 1 LANDFILL. REGRADING OF SITE, BACKFILL, SODDING, LANDSCAPING ETC.
    CONTACT: ALAIN PORTUONDO GONZALEZ
    EMAIL: ALAIN.PORTUONDOGONZALEZ@MIAMIDADE.GOV

PH: 305-606-2733
VALUE: $2,356,005.00

16. CHAPMAN FIELD SITE REMEDIATION PHASE II
    CLIENT: DERM/SFM SERVICES
    12400 SW OLD CUTLER ROAD
    DEMUCKING, WETLAND STABALIZATION, EXCAVATION, HAULING & REMOVAL OF 50,000 + TONS OF SOLID WASTE/CONTAMINATED SOILS, PROVIDE AND INSTALL NEW SOILS FOR CAPPING AND INSTALLATION OF 20,000 NEW MANGROVES.
    CONTACT: MARIO LIGNAROLO PH: 305-219-8367
    EMAIL: MLIGNAROLO@SFMSERVICES.COM

17. 1200 SUNSET STRIP
    CLIENT: CITY OF SUNRISE
    COMPLETED: 2024
    SCOPE: CONSTRUCTION OF NEW PARKING LOT, DEMO, GRADING, ASPHALT DRIVE & PARKING, CONRETE WALKWAYS & CURBING, SITE LIGHTING, LANDSCAPE, IRRIGATION, ADA COMPLIANCE, MOT, OFFSITE COORDINATION, DRAINAGE, WATER ETC.
    CONTACT: CHRIS ULRICH CITY PM
    PH: 954-888-6060
    EMAIL: CULRICH@SUNRISEFL.GOV
    VALUE: $450,000.00

18. MIRAMAR PARKWAY STREETSCAPE PROJECT
    CLIENT: CITY OF MIRAMAR
    COMPLETED: 2023
    ROADWAY PROJECT: NEW BIKEPATH, FENCING, SIDEWALKS, CURB AND GUTTER, TRAFFIC WORK, STRIPING, DRAINAGE, MILLING, PAVING, LANDSCAPING, MOT, ADA COMPLIANCE.
    CONTACT: SALVADOR ZUNIGA CITY EOR
    PH: 954-602-3323
    EMAIL: SEZUNIGA@MIRAMARFL.GOV
    VALUE: $1,706,555.20

19. BIRD LAKES PARK
    CLIENT: MIAMI DADE PARKS DEPT
    COMPLETED:2025
    SCOPE: NEW PLAYGROUND INSTALLATION, OOLITE BOULDERS, OOLITE STEPS, CURBING, DRIANAGE, EWF, PIP, SITE FURNISHINGS, LANDSCAPING, IRRIGATION AND ADA ACCESIBILITY.
    CONTACT: EDWARD LUCKETT
    PH: 786-795-8595
    EMAIL: EDWARD.LUCKETT@MIAMIDADE.GOV
    VALUE: $1,080,720.00

HG CONSTRUCTION

20. HISTORIC MIRAMAR PARKWAY REVITALIZATION PROJECT
    CLIENT: CITY OF MIRAMAR
    START: 2018 – 2019
    ROADWAY REVITALIZAITON PROJECT: NEW BIKEPATH, SIDEWALKS, CURB AND GUTTER, TRAFFIC WORK, STRIPING, DRAINAGE, ASPHALT AND STREET LIGHTING.
    CONTACT: SALVADOR ZUNIGA
    PH: 954-602-3323
    EMAIL: SEZUNIGA@MIRAMARFL.GOV
    VALUE: $1,652,748.01

21. HOMESTEAD AIRBASE FENCE PROJECT
    CLIENT: DEPT OF MILITARY AFFAIRS
    COMPLETED 2023
    PROVIDE AND INSTALL 8' SECURTIY FENCING WITH BARBWIRE AND MULTIPLE ACCESS GATES.
    APPROX. 3,000' + LN FT OF FENCING
    CONTACT: KENNETH WOODRUFF
    PH: 904-823-0216
    EMAIL: KENNETH.N.WOODRUFF.NFG@ARMY.MIL

22. CURTIS PARK (SEAWALL, LAUNCHING PIER, PARKING LOT CONSTRUCTION & CONTAMINATED SOIL REMEDIATION)
    CLIENT: CITY OF MIAMI
    2396 NW NORTH RIVER DRIVE
    MIAMI, FLORIDA 33129
    NEW SITE CONSTRUCTION (DEMO OF EXISTING PILES/DOCKS, SOIL REMEDIATION, PARKING LOTS, BOAT RAMP, SEAWALL, PILES, DOCKS, CONCRETE RAMPS, RETENTION AREA, SITE UTILITIES & LANDSCAPING)
    CONTACT: JOSE OLIVEROS CITY PM
    PH: 305-416-1049
    EMAIL: jloliveros@miamigov.com

23. PENSACOLA INTL AIRPORT TITAN ELEMENT 2 SITE PREP PROJECT
    CLIENT: CITY OF PENSACOLA
    COMPLETED: 2024
    CLEAR, GRUB, GRIND VEGETATION, REMOVAL OF ASPHALT, REMOVAL OF CONCRETE PARKING AREAS, DEMO EXIST STRUCTURES, & SEEDING OF 45 ACRES. INSTALLATION OF 8,000' + OF FENCING.
    CONTACT: DANIEL CEGIELSKI DCEGIELSKI@CITYOFPENSACOLA.COM
    PH: 850-503-1539VALUE: $1.2 MILLION

24. FLORIDA ATLANTIC UNIVERSITY MECHANICAL BUILGING

CLIENT: TRANE TECH/FAU
CONSTRUCTION OF NEW DORM HOUSING MECHANICAL STRUCTURE
3000+ SQ. FT. STRUCUTRE WITH MECHANICAL AND MAINTENANCE FUNCTIONS. ASSOCIATED SITE WORK, CHILLER LINES AND FUNCTIONAL ACCESS PATHS FROM MULTIPLE BLDGS.
CONTACT: AARON DITTY
PH: 505-270-5675
EMAIL: Aaron.Ditty@TraneTechnologies.com
VALUE: $1,540,000.00

25. LANDSCAPING AND IRRIGATION IMPROVEMENTS
    IFB #1—05
    COMPLETED 2021
    LANDSCAPING, IRRIGATION, MOT, DEMOLITION ETC.
    CONTACT: ALEX SHERSHEVSKYPH: 954-602-3315
    EMAIL: ASHERSHEVSKY@MIRAMARFL.GOV

26. TOWN OF DAVIE TEMP TOWN HALL PARKING LOT
    CLIENT: TOWN OF DAVIE
    COMPLETED: 2021
    CONSTRUCTION OF NEW PARKING LOT, DRAINAGE, LIGTHING AND BATHWAYS
    CONTACT: GERRY DIAZ
    EMAIL: GERARDO DIAZ@DAVIE-FL.GOV

27. TOWN OF CUTLER BAY ITB #19-12
    BIKE/PEDESTRIAN FACILITIES IMPROVEMENTS
    COMPLETED: 2021
    CONSTRUCTION OF SIDEWALK, C&G, LANDSCAPING, CLEARING, MILLING, PAVING, STRIPING, SIGNAGE, MOT & SODDING.
    CONTACT: ALFREDO QUINTERO
    EMAIL: AQUINTERO@CUTLERBAY-FL.GOV

28. FPL 84 AVE & ZILADEN
    CLIENT: FLORIDA POWER AND LIGHT
    CONSTRUCTION OF NEW SITE FACILITIES. (DRAINAGE, WATER, FENCING, LANDSCAPING, 15 ACRES ASPHALT PAVEMENT ETC.)
    VALUE: 4,989,556.00

29. VARIOUS DADE COUNTY PARKS OPEN CONTRACT
    CLIENT: MIAMI DADE PARKS AND RECREATION
    OVER 30 MIAMI DADE COUNTY LOCAL PARKS
    START 2011 – 2023

NEW PARK AND PLAYGROUND CONSTRUCTION (SITE UTILITIES, PLAYGROUNDS, PARK SHELTERS, FENCES, WALKWAYS, GRADING, LANDSCAPE ETC.)
CONTACT: CESAR PEREZ
PH: 305-755-7853
EMAIL: CEPEREZ@MIAMIDADE.GOV

30. DANNY MEEHAN PARK
CLIENT: TOWN OF MEDLEY
7900 NW 72 AVE. MEDLEY, FL
NEW PARK CONSTRUCTION (DUMPSTER ENCLOSURES, FENCING, BASKETBALL COURTS, WALKWAYS, PARKING, UTILITIES, SOCCER FIELD, SITE LIGHTING & LANDSCAPING)
CONTACT: TOWN ENGINEER – JORGE CORZO
PH: 305-887-9541 EXT. 143
EMAIL: JCORZO@TOWNOFMEDLEY.COM

31. AMELIA EARHART PARK
CLIENT: MIAMI DADE PARKS AND RECEATION
401 EAST 65TH STREET
HIALEAH, FL 33013
SCOPE: (RETAINING WALL, PLAYGROUND PURCHASE/INSTALLATION & CONCRETE FLATWORK)
VALUE: $ 350,000.00
CONTACT: CESAR PEREZ
PH: 305-755-7853EMAIL: CEPEREZ@MIAMIDADE.GOV

32. CRANDON PARK SHELTER # 04
CLIENT: MIAMI DADE PARKS AND RECREATION
6747 CRANDON BOULEVARD
KEY BISCAYNE, FL
SCOPES: (PARK SHELTERS & SITE WORK)
CONTACT: CESAR PEREZ
PH: 305-755-7853EMAIL: CEPEREZ@MIAMIDADE.GOV

33. MOUNT SINAI HOSPITAL
CLIENT: MOUNT SINAI HOSPITAL/ROBINS & MORTON
4200 ALTON ROAD MIAMI BEACH, FL
START DATE 2016 FINISH DATE 2019
SITE CONSTRUCTION (UTILITIES, INJECTION WELLS, CONCRETE WORK, ADA WALKWAYS & ASPHALT PAVEMENT)
CONTACT: PAT DAILEY
PH: 407-252-4581
EMAIL: PDAILEY@ROBINSMORTON.COM

34. CITY OF MIAMI SPRINGS
    CLIENT: CITY OF MIAMI SPRINGS
    RETROFIT SIDEWALKS FOR ADA COMPLIANCE & SITEWORK
    CONTACT: TAMMY ROMERO, ASSISTANT TO CITY MANAGER
    TEL: 305-805-5035
    EMAIL: romerot@miamisprings-fl.gov

35. BAPTIST HOSPITAL WEST KENDALL
    CLIENT: ROBINS & MORTONS CONSTRUCTION
    9555 SW 162 AVE
    MIAMI, FLORIDA 33196
    SCOPES: UTILITIES, GRADING, HEAVY FILL IMPORT, ASPHALT PAVEMENT, CONCRETE FLATWORK, FENCING, LANDSCAPING ETC.
    CONTACT: ROBERT CRESWICK
    TEL: 352-636-5919
    EMAIL: RCReswick@robinsmorton.com

36. MIAMI ZOO (PCL CONSTRUCTION)
    CLIENT: MIAMI DADE COUNTY
    15200 SW 152 ST. MIAMI, FL
    START DATE 2015 FINISH DATE 2016
    CONSTRUCTION OF NEW AREA (FULL SITE UTILITIES, CONCRETE WALKWAYS, BOAT CANAL CONSTRUCTION, GRADING, ASPHALT, MISC. STRUCTURAL, FENCING ETC.)
    CONTACT: DONALD GRADY
    PH: 407-363-0059
    EMAIL: DJGRADY@PCL.COM

ADDITIONAL PARK REFERENCES CAN BE PROVIDED UPON REQUEST. HG CONSTRUCTION HAS EXPERIENCE WITH CONTAMINATED MATERIAL ON SEVERAL PARK PROJECTS. PARK REFERENCES AVAILABLE UPON REQUEST.

HG CONSTRUCTION

PROJECTS IN PROGRESS

1. PHILLIPS PARK
   CLIENT: CITY OF CORAL GABLES
   START DATE: 9/25
   DESCRIPTION: SITE PREPARATION, DEMO, PLAYGROUND INSTALLATION, ADA ACCESS, PLAYGROUND SURFACING, CONCRETE FLATWORK, NATURAL STONE HARDSCAPE WORK, TURF FIELD, OFFSITE ROADWAY DRAINAGE, WALKWAYS, ASPHALT ADA ACCESS ETC.
   CURRENTLY 50% COMPLETE
   CONTACT: JOSE OLIVEROS, @$#%%$#####$$%%%%????
   EMAIL: JOLIVEROS@CORALGABLES.COM
   PH: 305-460-5034
   VALUE: $3,882,569.00

2. VETERANS PARK
   CLIENT: CITY OF OAKLAND
   START DATE: 1/26
   DESCRIPTION: ASPHALT WALKWAYS, GRADING, TRUCKING, CONCRETE FLATWORK, LANDSCAPING, NEW PARKING LOT WITH DESIGN PAVERS, SITE LIGHTING, ADA COMPLIANCE ETC.
   CURRENTLY: 20%
   CONTACT: SEBASTIAN ARANGO
   PH: 954-630-4478
   EMAIL: SEBASTIAN.ARANGO@OAKLANDPARKFL.GOV
   VALUE: $843,000.00

3. CONCORD PARK
   CLIENT: PROS
   DESCRIPTION: PLAYGROUND INSTALLATION, SITE FURNISHNG, LANDSCAPING AND CONCRETE WORK.
   CONTACT: GUILLERMO OSORIO
   OFF: 305-755-7914
   CELL: 305-606-2733
   EMAIL: GUILLERMO.OSORIODELACALLE@MIAMIDADE.GOV
   VALUE: $562,067.10

4. SAM BURLEY PARK
   CLIENT: PROS
   DESCRIPTION: PLAYGROUND INSTALLATION, SITE FURNISHINGS, LANDSCAPING, CONCRETE WORK, OOLITE STONES ETC.
   CONTACT: ROBERTO RODRIGUEZ
   OFF: 305-961-2791
   CELL: 786-516-4246
   EMAIL: ROBERTORODRIGUEZ3@MIAMIDADE.GOV
   VALUE: $679,147.74

5. 5TH STREET PLAY SPOT
   CLIENT: PROS
   DESCRIPTION: PLAYGROUND INSTALLATION, WALKWAYS, TURF INSTALLATION, LIGHTING, LANDSCAPING ETC.
   CONTACT: ALEXANDRA OCHOA
   OFF: 305-755-7810
   CELL: 786-795-3029
   EMAIL: ALEXANDRA.OCHOA@MIAMIDADE.GOV
   VALUE: $1,019,423.90

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2026

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:** Julio Guerrero
Brown & Brown Insurance Services, Inc. 8825 NW 21st Terrace Doral FL 33172	**PHONE (A/C, No, Ext):** (305) 714-4400 **FAX (A/C, No):** (305) 714-4401 **E-MAIL ADDRESS:** Julio.Guerrero@bbrown.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
H.G. Construction, Development and Investment, Inc. 4806 SW 74th Court Miami FL 33155	**INSURER A :** FCCI Specialty Insurance Company **INSURER B :** Monroe Guaranty Insurance Company 32506 **INSURER C :** FCCI Insurance Company 10178 **INSURER D :** Certain Underwriters at Lloyds **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 26/27 **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:	Y		GL20000148300	04/02/2026	04/02/2027	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 [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA10010880500	04/02/2026	04/02/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CX20000148400	04/02/2026	04/02/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	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		WC010010880600	04/02/2026	04/02/2027	[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
D	Pollution Liability			CPLI00783001	09/03/2025	09/03/2026	Policy Aggregate Each Occurrence Ded - Each Ocurrence	2,000,000 1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITB NO. 2026-11-011, Public Services Parking Lot.
Village of Palmetto Bay is additional insured in regard to the General Liability policy, when required by written contract.

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACRISURE®

January 21, 2026

Re: HG Construction, Development & Investment, Inc
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for HG Construction, Development & Investment, Inc. Their Surety is The Gray Casualty & Surety Company which carries an A.M. Best Rating of A-VIII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwiring criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $10,000,000 for a single bond and $30,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

HG Construction, Development & Investment Inc is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jessica Reno
Surety Bond Specialist

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 13,2026

H.G. CONSTRUCTION, DEVELOPMENT & INVESTMENT, INC.
4806 SW 74 COURT
MIAMI, FLORIDA 33155

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, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Rip Rap, Traffic Separators, Tree Removal, Underground utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

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

HERNANDEZ, ROBERTO MANUEL

H G CONSTRUCTION DEVELOPMENT AND INVESTMENT INC
4806 SW 74TH COURT
MIAMI FL 33155

LICENSE NUMBER: CGC1531115

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/09/2024

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.

FDOT
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 13,2026

H.G. CONSTRUCTION, DEVELOPMENT & INVESTMENT, INC.
4806 SW 74 COURT
MIAMI, FLORIDA 33155

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, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Rip Rap, Traffic Separators, Tree Removal, Underground utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

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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

CPSI

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

ROBERTO HERNANDEZ

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

CPSI Certified Playground Safety Inspector

November 17, 2023
DATE CERTIFIED

59701-1226
CERTIFICATION NUMBER

December 01, 2026
EXPIRATION DATE

HG CONSTRUCTION

List of Categories We Self Perform

- Drainage
- Sewer
- Water
- Grading
- Concrete flat work
- Concrete structure
- Excavation
- Earthwork
- Formwork
- Painting
- Pavers
- Demolition
- Landscaping

4806 SW 74TH Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

HG CONSTRUCTION

HG CONSTRUCTION OWNED EQUIPMENT LIST

- BACKHOES
- BOBCATS WHEELED AND TRACKS
- COMPACTION ROLLERS
- EXCAVATORS FULL SIZE
- EXCAVATORS MINI'S
- DOZERS
- WATER TRUCKS
- WHEEL LOADERS
- BROOM SWEEPERS
- WATER PUMPS
- COMPACTION TAMPERS
- FUEL TRUCKS
- SCARIFIERS
- DUMP TRUCKS

Licensed & Insured CGC 1511027

4806 SW 74TH COURT, MIAMI, FL 33155
PH# 786-845-8999 FAX# 305-424-9334

landscape structures®

This Certificate Approves

H.G. Construction

As having met the high standards necessary to become a

Certified Installer

of equipment manufactured by Landscape Structures Inc.

Expires June 2027

Date

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

PORTER CORP™
A PLAYCORE Company

Date 5/10/17

Rep. Services, Inc
581 Technology Park, Suite 1009
Lake Mary, Florida 32746

To whom it may concern,

Hilario Gonzalez is a member of Poligon's Certified Poligon Installer group and has been a member since 2013. This membership has been granted through his experience from the field and upon his successful course training and completion.

Thanks,

TJ Molewyk
Technical Support/Quality Assurance Supervisor
Poligon, PorterSIPS, CEAS+

PORTER CORP
A PLAYCORE Company

DuMor®
SITE FURNISHINGS

May 10, 2017

TO WHOM IT MAY CONCERN:

RE: Product Installation

H. G. Construction, Development and Investment, Inc. is authorized to install DuMor, Inc. products sold through Rep Services, Inc. in the State of Florida. Please contact me with questions.

Best Regards,

Vice President, Sales and Marketing

P.O. BOX 142 Mifflintown, PA 17059-0142 • 717-436-2106 • 800-598-4018 • Fax: 717-436-9839
E-mail: sales@dumor.com • www.dumor.com

Freenotes Harmony Park™
Outdoor Musical Instruments

6/25/2015

Kurt Smith
Freenotes Harmony Park
194 Bodo, Unit F
Durango, CO 81301

To Whom It May Concern:

H.G. Construction, Development and Investment, Inc. is authorized to install equipment manufactured by Freenotes Harmony Park.

Sincerely,

Kurt Smith
Director of Sales
Freenotes Harmony Park
194 Bodo, Unit F
Durango, CO 81301
970-903-4663

6/30/15

Rep Services, Inc.
581 Technology Park, Suite 1009
Lake Mary, Florida 32746

To whom it may concern,

Hilario Gonzalez is a member of Poligon's Certified Poligon Installers group. This membership has been granted through his experience from the field and upon his successful course training and completion.

Thanks,

TJ Molewyk | Technical Support/Quality Assurance Department Supervisor
P: 616.399.1963 Ext. 516
F: 616.399.9123

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Albu & Associates, Inc.

GENERAL CONTRACTORS • DESIGN / BUILD • CONSTRUCTION MANAGERS

To Whom It May Concern,

July 17, 2017

Please allow this letter serve as recommendation of HG Construction Development & Investment Inc. as a top notch Site & General Contractor in the State of Florida. I have worked with them on several projects over the years and all projects to date have been completed on time and in a professional manner. They were an integral part of constructing the site work component of a project that included removal and replacement of FDOT curb and gutter (Type F), removal/replacement of brick paver sidewalk with header curbs, 4" and 6" sidewalks along both FDOT roads. HG provided MOT plans for approval to the FDOT and executed the approved MOT plan without incident. They also proceeded to mill and re-surface half of the roadway (Biscayne Blvd.) and complete thermoplastic striping +/- 28 days later. This firm has proved to be a valuable part of our construction team. I highly recommend HG Construction Development & Investment Inc.

1. CVS/pharmacy – Miami, FL
   Biscayne Blvd. & NW 79th Street (FDOT Roads)
   Scope of work: Earthwork excavation, water, sewer, drainage, subgrade, lime rock base, concrete parking lot, asphalt, curbs, sidewalks, pavers, & signage/striping. Work performed in the FDOT right of way consisted of Type F curb and gutter, sidewalks, drainage, asphalt and signage/striping

2. CVS/pharmacy – Doral, FL
   8735 NW 36th Street
   Scope of work: Earthwork, water, sewer, drainage, subgrade, lime rock base, concrete parking lot, asphalt, curbs, sidewalks, & signage/striping, FDOT sidewalks & driveway construction, asphalt milling/re-surfacing.

Robert M. Dzurino
Director of Operations

2711 W. Fairbanks Ave. • Winter Park, Florida 32789 • (407) 788-1450 Fax (407) 788-1463 • www.albu.biz • CGC1520336

CITY OF MIAMI SPRINGS

Finance Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5035
Fax: (305) 805-5040
http://www.miamispring-fl.gov

Tammy Romero
Assistant City Manager
romerot@miamisprings-fl.gov

August 10, 2017

To Whom It May Concern,

Please allow this letter to serve as a strong and well-deserved recommendation for HG Construction Development & Investment, Inc., a top-notch site & general contractor. I have worked with HG on a recently-completed project which greatly enhanced ADA accessibility for our pedestrian traffic throughout the City of Miami Springs. This particular project was closely monitored and partially funded by FDOT, and was completed on time and in a professional manner with minimal, if any, residential impacts and no incidents nor accidents. HG's crews systematically completed the project per the contract plans and technical specifications while working closely with the City's Public Works Department to identify, prioritize and schedule the work. I highly recommend HG Construction Development & Investment, Inc. and commend them for their professionalism, organization, and integrity, and look forward to working with them on future construction in the City of Miami Springs.

Should any additional information be required, do not hesitate to contact me at your earliest convenience.

Sincerely,

Tammy Romero
Assistant City Manager

Cc: Tom Nash, Public Works Director
Project file

claro
development

Recommendation Letter

July 11th, 2017

Subject: FDOT - Claro Development Recommendation Letter

To Whom It May Concern,

Please allow this letter serve as recommendation of HG Construction Development & Investment Inc. as a top-notch Site & General Contractor in the State of Florida. I have worked with them on several projects over the years and all projects to date have been completed on time and in a professional manner. They were an integral part of constructing the site work component of a project that included removal and replacement of FDOT curb and gutter (Type F), removal/replacement of brick paver sidewalk with header curbs along SW 8th Street, 4" and 6" sidewalks along SW 12th Avenue. Both are FDOT roads. HG provided MOT plans for approval to the FDOT and executed the approved MOT plan without incident. They also proceeded to mill and re-surface half of the roadway (SW 12th Ave.) and complete thermoplastic striping +/- 28 days later. This firm has proved to be a valuable part of our construction team. Consequently, I sincerely and highly recommend HG Construction Development & Investment Inc.

1. TD Bank -Miami
SW 8th Street & 12th Avenue
Scope of work: Earthwork excavation, water, sewer, drainage, subgrade, limerock base, asphalt, curbs, sidewalks, pavers, & signage/striping, Type F curb and gutter, sidewalks, drainage, asphalt and signage/striping

2. Multi-Tenant Building
2949 N. Federal Highway, Ft. Lauderdale, Fl
Scope of work: Earthwork, water, sewer, drainage, subgrade, limerock base, asphalt, curbs, sidewalks, & signage/striping, FDOT sidewalks & driveway construction, asphalt milling/re-surfacing at US 1.

3. TD Bank Water Main Extension – Hialeah, Fl
NW 186th Street & 87th Avenue
Scope of work: Water main extension, fire hydrant removal/replacement, sewer line

4. TD bank Bird Pointe
14206 SW 42nd Street, Miami, Fl
Scope of work: Water main extension, fire hydrant removal/replacement, sewer line construction, concrete sidewalk replacement, backflows installed

Feel free to contact me should you require any further information or additional reference.

Respectfully,
Guillermo Mediavilla
Guillermo Mediavilla
Claro Development

1035 North Miami Ave, suite 201
Miami, FL 33136
voice:+1.305.324.4700
fax:+1.305.574.8564

Kimley»Horn

April 27, 2017

To whom It may concern:

It gives me great pleasure to write this letter on behalf of HG Construction Development and Investment, Inc. Our firm has worked on many projects, some private sector projects and some municipal projects, with HG Construction through the years. They have performed admirably on all of our projects together.

Our latest involvement with HG Construction pertains to the Mt. Sinai Medical Center Emergency Dept. & Bed Tower project in Miami Beach, Florida, a $6.5M project on which HG Construction was the site-civil work subcontractor. HG's scope consisted primarily of underground drainage, domestic water, fire line, and sanitary sewer installations. Their earthwork scope consisted of stabilized subgrade, limerock base, and asphaltic concrete placement; and their concrete scope encompassed Type 'D' curb, Type 'F' curb and gutter, and concrete sidewalks and ramps. All of the aforementioned work has been professionally performed by HG Construction forces in a timely manner. They have managed their subcontractors very well, while maintaining a very tight and difficult schedule.

HG Construction's communication and work was performed in a very effective and professional manner. Their field crews were excellently managed by the project superintendent and the quality of the work was impeccable. The home office provided the required support to ensure that the project was completed on a timely basis. Additions to the original scope of work were immediately addressed, and change orders were promptly negotiated and executed, so as to maintain an uninterrupted flow to the construction process and maintain the team's best interest.

It is without hesitation that I highly recommend HG Construction Development and Investment Inc. as a top tier contractor to address all of your civil/site work and general contracting needs.

Please contact me if further information is needed.

Sincerely

Jorge L. Fernandez

By: Jorge L. Fernandez, P.E.
Associate

McCORKLE
CONSTRUCTION COMPANY

To Whom It May Concern,

July 26, 2017

Please allow this letter serve as recommendation of HG Construction Development & Investment Inc. as a top notch Site & General Contractor in the State of Florida. I have worked with them on several projects over the years and all projects to date have been completed on time and in a professional manner. They were an integral part of constructing the site work component of a project that included removal and replacement of FDOT curb and gutter (Type F), 4" and 6" sidewalks and milling and re-surfacing along N. Federal Highway. HG provided MOT plans for approval to the FDOT and executed the approved MOT plan without incident. They also proceeded to mill and re-surface one full travel lane on N. Federal Highway and complete thermoplastic striping +/- 28 days later. This firm has proven to be a valuable part of our construction team when working in South Florida. I highly recommend HG Construction Development & Investment Inc. for their professionalism, organization and integrity.

1. LA Fitness – Pompano Beach, Fl
   1000 N. Federal Highway
   Scope of work: Earthwork excavation, water, sewer, drainage, subgrade, limerock base, asphalt, curbs, sidewalks, pavers, & signage/striping, Type F curb and gutter, sidewalks, drainage, asphalt and signage/striping, water main & fire hydrant relocation in the FDOT right of way. Mill & Re-surface on N. Federal Highway.

2. LA Fitness – Westchester
   8340 SW 40th Street, Miami, Fl
   Scope of work: Earthwork, water, sewer, drainage, subgrade, limerock base, asphalt, brick pavers, curbs, sidewalks, & signage/striping, FDOT sidewalks & driveway construction on SW 40th Street (Bird Road).

Please contact me any further information or reference is needed.

Neil Streeter
McCorkle Construction Company
407-319-6008

MIAMI-DADE COUNTY

miamidade.gov

Parks, Recreation and Open Spaces
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7932 F 305-755-7995

20 April 2015

To Whom It May Concern:

I write this letter in recommendation of HG Construction as a general contractor. I have had the pleasure of working with Mr. Gonzalez and his team on several Miami Dade Park projects. I recommend this firm highly and without reservation based upon the many projects we have completed successfully together.

Mr. Gonzalez and his staff have consistently demonstrated the ability and desire to be consummate professionals in their approach to construction and client relations. They have been accurate and timely in the delivery of the projects we have worked together on. Projects have been completed with care, precision, clean workmanship, on time and within budget.

If you require any further information please do not hesitate to contact me at the contacts listed below.

Sincerely

Karen E. Cheney, RLA, LEED AP
Landscape Architect 3
Capital Programs Division
305 755-7922
karenc@miamidade.gov

Delivering Excellence Every Day

MIAMI-DADE COUNTY

www.miamidade.gov

Parks, Recreation and Open Spaces
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7800

Every Great Community has a Great Park System.

October 3, 2017

To Whom It May Concern:

HG Construction (HG) was the general contractor for the Miracle League Field at Tamiami Park, commissioned by the Miami-Dade County Parks, Recreation, and Open Spaces Department (MDPROS). The Miracle League Field was the first baseball field in Miami-Dade County specifically designed for use by those with disabilities.

The field is made of approximately 19,000 sq. ft. rubberized surface with sub-base of asphalt so children with assistive devices can be granted improved access to the field and experience what it's like to play ball. The project also included new dugouts, bleachers, benches, backstops, and related fencing, a C.M.U. donor wall, modifications to the existing parking lot, and electrical and plumbing work. The dollar value of HG's contract was $673,086.63. The firm self-performed the following tasks:

- Demolition
- Clearing and grubbing
- Grading and compaction
- Drainage
- Asphalt
- Concrete
- Stripping
- Chain link sport fencing
- Installation of dugouts, bleachers, and benches
- Structural

HG Construction was instrumental in delivering this high visibility, fast tracked project on schedule. MDPROS found HG Construction to be courteous, conscientious, and very responsive. The quality of their work met and in some aspects exceeded our expectations.

Feel free to contact me if you have any further questions.

Sincerely,

Matilde E. Reyes, RA
Assistant Director, Planning, Design and Construction Excellence
Miami Dade County, Parks, Recreation, and Open Spaces

Miami-Dade County Parks & Recreation Department
Capital Programs Division
Construction Services Section
275 NW 2 Street
Miami, FL 33128
Tel No.: 305-755-7800
Fax No.: 305-755-7995

April 20, 2015
To Whom It May Concern:

This letter of recommendation is for HG Construction as a general contractor.

I have had the pleasure of working with Mr. Gonzalez and his team on several Miami Dade Park projects. I can recommend this firm highly and without reservation. They have constructed over a dozen of our local parks, playground facility's, prefabricated shelters, etc…

Throughout the years Mr. Gonzalez & his staff have demonstrated the ability and desire to be consummate professionals in their approach to construction and client relations. They have been accurate and timely in the scale and cost of the projects we have worked together on. Projects have been completed with care, precision, of clean workmanship and on time.

If you require any further information please do not hesitate to contact me at jforni@miamidade.gov and 786-586-6944.

Sincerely,

Jay Forni
Construction Manager III
Miami Dade Parks Recreation and Open Spaces Department

R.A.ROGERS
CONSTRUCTION COMPANY

October 23, 2013

To Whom It May Concern:

R.A. Rogers Construction Company has maintained an annual volume in excess of 20 million dollars for several years and our subcontractor selection is a vital part of our business. We have conducted business with HG Construction for over five years and consider them an integral part of our team. We frequently rely upon HG Construction for our sitework scope of work and count them as a valuable resource. Recently, HG satisfactorily completed a sitework subcontract for a Wal-Mart project for our company valued at approximately 1.6 million dollars.

Much of the success we have enjoyed over the last several years is a result of our association with HG Construction and I am pleased to recommend them. Should you have any questions or require additional information, please contact me.

Sincerely,

Robert W. Drane, LEED AP
President

234 N. Westmonte Drive, Suite 2000 • Altamonte Springs, Florida 32714 • Phone (407) 339-4001 • Fax (407) 339-4911
www.rarogers.com • Lic. #CGC017877

7777 N.W. 72nd Avenue
Medley, Florida 33166-2488

Jorge E. Corzo PE
Town Engineer/ Director
Capital & Economic Development
Office: (305) 887-9541, Ext. 143

To Whom It May Concern:

I write this letter in recommendation of HG Construction Development & Investments, Inc. (HG) as a general and site contractor. I have had the pleasure of working with the management team on several public works projects in our town. Most notably the renovations and construction of the Danny Meehan Recreational Center in 2016. Located adjacent to Town Hall and The Police Department, this $1M+ park renovation now serves as an important and central gathering place for every resident of this town. HG performed throughout the construction process and cooperated fully in matters of changes and time extensions, which were mostly due to design considerations.

HG self-performed all of the utility and site work components of this project. In addition to the aforementioned, they also self-performed the concrete sidewalks, basketball court construction, pavers, flatwork, concrete dumpster enclosure, installation of fitness equipment, landscaping, and irrigation. Electrical and fence subcontractor's work was coordinated properly and carried out in a workman-like manner too.

If you require any further information please do not hesitate to contact me at the contacts listed below.

Sincerely,

Jorge E. Corzo, P.E.
Town Engineer,
Town of Medley, FL

KENNEDY CONTRACTORS, INC.

April 9, 2019

To Whom It May Concern:

RE: Letter of Recommendation
HG Construction, Inc

Please allow this letter to serve as a letter of recommendation for HG Construction, Inc.

I have had the pleasure of working with HG Construction on various Florida Power and Light and Public Storage projects for the past 6 or more years. Even with a demanding schedule, their work was of the highest quality and they completed their work in a professional and timely manner. From a change-order and work scheduling perspective, they were excellent to work with.

I do not hesitate to give HG Construction, Inc. the highest recommendation and look forward to working with them in the future.

Sincerely,

Gregg Rautenstrauch
Kennedy Contractors, Inc

GR/lt

(561) 434-1300
(561) 434-1307 FAX

901 NORTHPOINT PARKWAY • SUITE 200
WEST PALM BEACH, FLORIDA 33407-1952

CGCA28023

Utilities Department
Public Works Division

CITY OF SUNRISE

Phone: (954) 572-2490
Fax: (954) 572-2494

February 4, 2020

Roberto Hernandez, Vice-President
H.G. Construction, Development and Investment Inc.
4806 SW 74th Court
Miami, FL 33155

Re: City of Sunrise - Maintenance Boat Ramp Improvements - Contract No. C-19-08-11-VH, Notice of Final Completion

Dear Mr. Hernandez:

This letter is to provide notice that all work items under the above referenced contract, with the exception of the construction of Boat Ramps No. 7 and No. 8 have reached final completion. The Contractor Release and final payment application were submitted today to our Finance Department.

We appreciate your timely construction of this project, and are hopeful H.G., Construction will bid on future boat ramp and other City construction projects.

Please call me at (954) 260-2274 or email at mwinslow@sunrisefl.gov if you have any questions.

Sincerely,

Mark Winslow

Mark Winslow, P.E., Civil Engineer

Cc: Samira Shalan, P.E., Assistant Utilities Director
Tery Glunt, P.E., Stantec Consulting Engineers
Frank Cortazar, Project Manager, H.G. Construction

MIRAMAR
BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Alexandra P. Davis

City Commission

Winston F. Barnes

Maxwell B. Chambers

Yvette Colbourne

City Manager

Vernon E. Hargray

"We're at the Center of Everything"

Engineering Services
2200 Civic Center Place
Miramar, Florida 33025

Phone: (954) 602-3315
FAX: (954) 602-3598

April 22, 2020

RECOMMENDATION LETTER

To Whom it May Concern,

Please allow this letter to serve as the highest recommendation of HG Construction Development & Investment, Inc. as a top-notch General and Site Contractor in the State of Florida. I have worked with HG on several projects over the last few years with great success, including projects under FDOT LAP funding. All projects, to date, have been completed in a timely manner and with the utmost professionalism.

They served as GC/Prime Contractor on projects involving demolition, clearing and grubbing, drainage construction, site grading and grading for paved areas, FDOT curb and gutter, sidewalk construction, landscaping and irrigation improvements. They implemented MOT measures on FDOT roadways without incident. These scopes were self-performed by HG, as well as placement of the base and asphalt courses and landscaping of the site.

This firm has proven to be a valuable part of our construction team. The field and operations managers are well versed in the type of work being processed delivering a high-quality final product.

HG Construction & Development, Inc also does a fine job of coordinating subcontractors to work in concert with other trades to deliver the project on time. Consequently, I sincerely and highly recommend HG Construction & Development, Inc. and look forward to continuing a healthy working relationship moving forward.

Feel free to contact me at (954) 602-3315 or via email: ashershevsky@miramarfl.gov should you require any further information or additional references.

Respectfully,

Alex Shershevsky
Project Manager
Engineering Services
City of Miramar

Nick Ruiseco
Director of Account Operations
CBRE, Inc./Florida Power & Light
Global Workplace Solutions

CBRE

700 Universe Blvd., MS:EFM/JB
Juno Beach, FL 33408

1 561 694 6462 Tel
1 561 694 3466 Fax

Nick.ruiseco@fpl.com

Sent Via Email

April 28, 2020

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Tel: 850-414-4150

RE: HG Construction Development & Investment, Inc. Recommendation Letter

To Whom it May Concern,

As the Facility Project Management team for Florida Power & Light, we have engaged HG Construction Development & Investment, Inc. on more than a handful of projects. Both new construction and renovation of existing facilities; as the General Contractor and as a site sub-contractor for other General Contractors, their performance in all roles has been exemplary. Their team is willing to go above and beyond on any items asked whether contractual or not.

HG Construction has performed such services as demolition, clearing and grubbing, drainage construction, site grading and grading for paved areas, lake excavation and swale grading, Placement of Base rock and asphalt courses, landscaping, and FDOT curb, gutter, and sidewalk construction. HG Construction has implemented MOT measures on FDOT roadways adjacent to our projects without incident.

HG Construction has proven to be a reliable and valuable supplier in our network. The field and operations managers within their team have been well versed in the type of work being processed, delivering a high-quality final product. HG Construction has performed well in coordinating sub-contractors to work in connection with other trades to deliver the projects on time.

I sincerely recommend HG Construction Development & Investment, Inc. and look forward to continuing a healthy working relationship with them on future projects.

Sincerely,

Nick Ruiseco
Director of Account Operations
CBRE

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Public Services Parking Lot

ITB NO.:

2026-11-011

DUE DATE:

Thursday, May 28th, 2026 on or before 11:00 a.m. EST
(Municipal Building)

CONTRACTOR: V&G CONSTRUCTION SOLUTIONS, CORP.

V&G Construction Solutions, Corp.
9183 SW 152 Path
Miami, Fl 33196

June 2, 2026

Public Services Parking Lot

ITB No.: 2026-11-011

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

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$83,375.27	$83,375.27
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$5.04	$14,868.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$29.79	$87,880.50
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$244.33	$60,471.68
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$7,871.84	$47,231.04
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$259.53	$12,976.50
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$359.35	$130,444.05
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$22.74	$31,381.20
522-2	Concrete Sidewalk (4" Thick)	10	SY	$185.69	$1,856.90
542-70	Concrete Wheel Stops	36	EA	$75.45	$2,716.20
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$13.00	$19,500.00
581-1-3	Relocate / Remove Existing Trees	1	LS	$75,280.00	$75,280.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$43.40	$5,208.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$603.06	$2,412.24
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$603.06	$1,206.12
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$603.06	$1,206.12
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$7.00	$7,700.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$15.00	$1,500.00
711-11-160	Thermoplastic, White, Message	2	EA	$500.00	$1,000.00
104	SWPPP	1	LS	$10,000.00	$10,000.00
120-6	Earthwork	562	CY	$57.39	$32,253.18
				Sub-Total Roadway Items	***$630,467.00***

BID ALTERNATE ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$14.62	$3,947.40
BA.02	#5 COARSE AGGREGATE	67	CY	$200.00	$13,400.00
BA.03	#8 COARSE AGGREGATE	41	CY	$200.00	$8,200.00
BA.04	PERMEABLE PAVERS	483	SY	$58.44	$28,226.52
				Sub-Total Bid Alternate Items	***$53,773.92***

ELECTRICAL ITEMS					
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$8,947.37	$8,947.37
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$7,894.74	$7,894.74
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$2,105.26	$2,105.26

1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$1,578.95	$1,578.95
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$6,842.11	$27,368.42
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$7,894.74	$15,789.47
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$1,315.79	$5,263.16
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$18.95	$3,031.58
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$21.05	$1,473.68
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$25.00	$3,000.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$15,789.47	$15,789.47
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$1,263.16	$1,263.16
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$1,842.11	$3,684.21
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$1,842.11	$1,842.11
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$8,947.37	$8,947.37
5.01	LIGHTING - Solar Lighting Poles	9	EA	$11,578.95	$104,210.53
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$2,631.58	$23,684.21
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$52.63	$11,052.63
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$10.53	$5,052.63
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$0.96	$229.20
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$3.16	$378.95
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$12.00	$840.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$157.89	$473.68
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$589.47	$589.47
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$2,631.58	$2,631.58
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$842.11	$2,526.32
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$3,157.89	$3,157.89
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$10,526.32	$10,526.32
				Sub-Total Electrical Items	***$273,332.36***

MISCELLANEOUS ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$40,000.00	$40,000.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$20,000.00	$20,000.00
800-7	Permit Allowance	1	LS	$2,000.00	$2,000.00
999	Contingency (10%)	1	LS	$95,757.33	$95,757.33
				Sub-Total Miscellaneous Items	***$157,757.33***

GRAND TOTAL NOT INCLUDING BID ALTERNATE	***$1,061,556.68***
GRAND TOTAL INCLUDING BID ALTERNATE	***$1,115,330.60***

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, V&G CONSTRUCTION SOLUTIONS, CORP (hereinafter called the Principal), and The Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of New Hampshire is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Public Services Parking Lot

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 Vice President 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 3rd day of June, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

Maria V. Garcia O.

V&G Construction Solutions, Corp

By: G. Villanueva (Title)
Vice President

(Principal)

ATTEST:

As per Attached Power of Attorney

Lisette Calderon

The Ohio Casualty Insurance Company

By: Warren M. Alter
(Surety) Attorney-in-Fact

Seal No. 8218

(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

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

Certificate No: 8213376-984816

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,
David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 3rd day of June, 2026.

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 proposal 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 proposal, 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: Vice President

Company: V&G Construction Solutions, Corp.

Date: 05/26/2026

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	Y. GLEZ Striping, Inc.	19755 SW 208 ST, Miami, Fl 33187	561-758-6474
Electrical	Florida Signal and Lighting Contractors, Inc.	3237 NW Street, Miami, Fl 33147	305-781-9405

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Milling & Resurfacing, concrete type D curb, SP-9.5 Asphalt pavement, inlet adjustment, manhole adjustmen valve adjustment, traffic separator, sod, signage and pavement markings.

Initial Value of Contract: $1,032,872.02 Final Value of Contract: $1,009,673.69

Length of Contract: 16 weeks

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

V&G is a great company. They are responsive to the requests and needs of their client. I look forward to working with them in the future.

Name of Public Entity/Company: MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Name of Individual completing this form: Willliams Garcia

Signature: _____ Title: Project Manager

Telephone: 786-586-6914 5/29/2026 Email: williams.garcia@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Demolition of existing sidewalk ADA ramp, demolition of existing sidewalk, demolition of existing curb and gutt regular excavation, type stabilization, new type D curb, new type F curb and gutter, type RA curb, and stamped concrete crosswalk.

Initial Value of Contract: $250K Final Value of Contract: $250K

Length of Contract: 180 days

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

V&G is a great contractor and we plan on continuing to work with them in the future.

Name of Public Entity/Company: JVA Engineering Contractor

Name of Individual completing this form: Andres Amador

Signature: _____ Title: Project Manager

Telephone: 954.654.8701 Email: Aa@jvaengineering.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Demolition of existing sidewalk ADA ramp, demolition of existing sidewalk, demolition of existing curb and gut regular excavation, type stabilization, new type D curb, new type F curb and gutter, type RA curb, and stamped concrete crosswalk.

Initial Value of Contract: $350K Final Value of Contract: $365K

Length of Contract: 1.5 years

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 has been great to work with. They are responsive to requests and the ownership is always available. We hope to work with them in the future.

Name of Public Entity/Company: Miami Dade Department of Water and Sewer

Name of Individual completing this form: Keith Simmons

Signature: _____ Title: Keith Simmons

Telephone: 305-342-6740 Email: keith.simmons@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): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 05/26/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

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: 05/26/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26th day of May, 2026, by Guillermo Villanueva He/~~She~~ was ✓ personally known, — or produced ——— as a form of identification.

WITNESS my hand and official seal

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Lissette C. Oquero A.
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 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: V&G Construction Solutions, Corp.

Date: 05/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26th day of May, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Guillermo Villanueva - Vice President
(print individual's name and title)

for: V&G CONSTRUCTION SOLUTIONS, CORP.
(print name of entity submitting sworn statement)

whose business address is: V&G CONSTRUCTION SOLUTIONS, CORP.

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.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 05/26/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26th day of May, 2026, by Guillermo Villaneva. He/~~She~~ was ✓ personally known, — or produced ——— as a form of identification.

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

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
Marco Garcia	9183 SW 152 Path, Miami, Fl 33196	45 %
Guillermo Villanueva	12845 SW 82 Place, Pinecrest, Fl	50 %
Maria Garcia	9183 SW 152 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:
None

Signature of Official: 

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 05/26/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26th day of May, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, — or produced ———— as a form of identification.

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

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# 2026-11-011, 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 : _____
Florida Signal and Lighting Contractors
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 05/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** – **online notarization**, this 26th day of May, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, — or produced — as a form of identification.

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

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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: Vice President

Company: V&G Construction Solutions, Corp.

Date: 05/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26th day of May, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, — or produced — as a form of identification.

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

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 May 26, 2026 at 1:07 PM 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: V&G Construction Solutions, Corp.

Date: 05/26/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Guillermo Villanueva (the individual attesting below), being duly authorized by and on behalf of V&G Construction Solutions, Corp. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 26 day of May, 2026.

Signature of Affiant

Print or Type Name: Guillermo Villanueva

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26th day of May, 2026, by Guillermo V. Llanuera. He/~~She~~ was ✓ personally known, — or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 26th day of May, 2026.

My Commission Expires: 4/2/2027

Lissette C. Oquero

Notary Public

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: Guillermo Villanueva

Title: Vice President

Signature: _____ Date: 05/26/2026

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 152 Path,

City: Miami State: FL Zip: 33196

Phone number: 786-492-9796 Email Address: gv@vgconsolutions.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: 05/26/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: V&G Construction Solutions, Corp.

Signature: _____ Title: Vice President

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** – **online notarization**, this 26th day of May, 2026, by Guillermo Villanueva. He/She was ✓ personally known, – or produced _____ as a form of identification.

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

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 152 Path

Requester's name and address (optional)

City, state, and ZIP code
Miami, Fl 33196

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
[redacted]

Employer identification number
8 5 - 2 8 9 8 2 1 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 05/26/2026

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.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor V&G Construction Solutions, Corp.

Date Addendum Received 05/20/2026

Total Pages of Addendum including Acknowledgement 6

Print Name Guillermo Villanueva

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor V&G CONSTRUCTION SOLUTIONS, CORP.

Date Addendum Received 05/29/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Guillermo Villanueva

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor V&G CONSTRUCTION SOLUTIONS, CORP.

Date Addendum Received 06/03/2026

Total Pages of Addendum including Acknowledgement 2

Print Name GUILLERMO VILLANUEVA

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

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

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

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.

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7322262

RECEIPT NO.
RENEWAL
7669857

BUSINESS NAME/LOCATION
V&G CONSTRUCTION
SOLUTUIONS CORP
9183 SW 152ND PATH
MIAMI, FL 33196-1262

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
V&G CONSTRUCTION SOLUTIONS CORP
C/O GUILLERMO VILLANUEVA
Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1532398

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/12/2025
PTBTE-25-301169

LBT

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 mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7322262

RECEIPT NO.
RENEWAL
7613458

BUSINESS NAME/LOCATION
V&G CONSTRUCTION
SOLUTUIONS CORP
9183 SW 152ND PATH
MIAMI, FL 33196-1262

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
V&G CONSTRUCTION SOLUTIONS CORP
C/O GUILLERMO VILLANUEVA
Worker(s) 4

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E2000451

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/12/2025
PTBTE-25-301169

LBT

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 mdctaxcollector.gov

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 and a flash drive of your submittal no later than 11:00 a.m. EST May 28th, 2026.

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 Forms
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.

V ENGINEERING CORP

COMPANY EXPERIENCE

V Engineering company was established in 2021.

The construction management team for V Engineering Corp (VEC) has vast experience working on large scale underground projects. Also, on environmentally sensitive projects. These projects include large water main lines, sanitary sewer, pump stations, earthwork, asphalt pavement, etc. Including striping and signage, extensive landscaping scopes, working directly in mangrove areas, ocean underwater emergency valve repairs to stop contaminating spillage, removal and disposal of contaminated soils, head walls construction and piles driving.

The complexity of some of those projects demanded the participation of expert personnel like arborists, marine scientists, marine biologists, archeologists, divers, etc. Our projects have been performed for many agencies such as MDPROS, MDWASD, MDPWD, SFWMD, DERM and The U.S. Army Corps of Engineers among others.

Some of high-profile projects with a high environmental profile that our team has directly managed are the following:

- P-0212R CDWWTP 90-Inch Ocean Outfall Permanent Repair of the 90-Inch Valve Structure (MDWASD)
- T-2209 – 48" DIP WM with 76" Micro-Tunneling. (MDWASD)
- Construction of Traffic Circles – (South Miami)
- Pelican Marina Parking Lot Improvements (MDPROS)
- Chapman Field – Dog Park Phase-I and Phase-II (MDPROS)
- Lakes by the Bay - Canoe and Kayak Launch (Town of Cutler Bay)

LEAD TEAM CONTACT INFORMATION

- Felix Clavelo, VEC P.M.: 305-970-3206

  Email: clavelo@veccorp.net

- Daniel Valdes, VEC Superintendent: 305-905-3442

  Email: daniel@veccorp.net

- Felix Valdes, VEC Secretary: 305-342-5568

  Email: felix@veccorp.net

ITB# 2026-11-011

Public Services Parking Lot

9495 SW 180th Street

Palmetto Bay, FL, 33157

BID FORM

ROADWAY ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
110-1-1	Clearing and Grubbing	1	LS	$12,000.00	$12,000.00
160-4	Type "B" Stabilization (12") (Min. L.B.R. 40)	2,950	SY	$20.00	$59,000.00
210-1-1	Limerock Base (8") (Primed)	2,950	SY	$25.00	$73,750.00
334-2-23	Asphalt Concrete Friction Course Traffic C, Type FC-9.5 High Polymer (1.5" Thick)	248	TN	$300.00	$74,400.00
425-1521	Inlets Type P(48"ø)(USF 4700-6223)	6	EA	$3,500.00	$21,000.00
430-175-124	Pipe, Optional Material, Round, 24" S/CD	50	LF	$275.00	$13,750.00
443-70-4	Exfiltration Drain, 24" (Includes Baffles, Ballast Rock, Trench & Plastic Filter Fabric)	363	LF	$375.00	$136,125.00
520-2-4	Concrete Curb (Type "D") (includes cost of limerock)	1,380	LF	$30.00	$41,400.00
522-2	Concrete Sidewalk (4" Thick)	10	SY	$75.00	$750.00
542-70	Concrete Wheel Stops	36	EA	$75.00	$2,700.00
570-1-2	Sodding (Palmetto or Match Existing) (Includes Watering & Maintenance)	1,500	SY	$12.00	$18,000.00
581-1-3	Relocate Flagpole/ Remove Existing Trees	1	LS	$30,000.00	$30,000.00
591-1200	Irrigation Sleeve, 3" Diameter	120	LF	$15.00	$1,800.00
700-1-111	F & I, Single Post Sign, Stop Sign	4	EA	$650.00	$2,600.00
700-1-111	F & I, Single Post Sign, Handicap Sign	2	EA	$750.00	$1,500.00
700-1-111	F & I, Single Post Sign, Do Not Enter Sign	2	EA	$650.00	$1,300.00
711-11-111	Thermoplastic, White, Solid, 4"	1,100	LF	$3.00	$3,300.00
711-11-224	Thermoplastic, Blue, Solid, 4"	100	LF	$3.00	$300.00
711-11-160	Thermoplastic, White, Message	2	EA	$150.00	$300.00
104	SWPPP	1	LS	$6,000.00	$6,000.00
120-6	Earthwork	562	CY	$40.00	$22,480.00
			Sub-Total Roadway Items		$522,455.00

BID ALTERNATE ITEMS

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
BA.01	REINFORCED CONCRETE CURB BORDER	270	LF	$35.00	$9,450.00
BA.02	#5 COARSE AGGREGATE	67	CY	$50.00	$3,350.00
BA.03	#8 COARSE AGGREGATE	41	CY	$65.00	$2,665.00
BA.04	PERMEABLE PAVERS	483	SY	$50.00	$24,150.00
			Sub-Total Bid Alternate Items		$39,615.00

	ELECTRICAL ITEMS				
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.01	SERVICE & DISTRIBUTION - 400A MLO Panel (NEMA 3R, SPD) - Breakers included	1	EA	$4,000.00	$4,000.00
1.02	SERVICE & DISTRIBUTION - 400A Service Disconnect (NEMA 4X)	1	EA	$2,000.00	$2,000.00
1.03	SERVICE & DISTRIBUTION - Utility Meter / Meter Base	1	EA	$750.00	$750.00
1.04	SERVICE & DISTRIBUTION - Surge Protection Device (if not integral)	1	EA	$750.00	$750.00
2.01	EV CHARGING SYSTEM - Gen 3 EV Chargers	4	EA	$5,000.00	$20,000.00
2.02	EV CHARGING SYSTEM - EV Pedestals	2	EA	$3,000.00	$6,000.00
2.03	EV CHARGING SYSTEM - Weatherproof Disconnects	4	EA	$400.00	$1,600.00
3.01	RACEWAY SYSTEM - 3/4" PVC Conduit	160	LF	$25.00	$4,000.00
3.02	RACEWAY SYSTEM - 1-1/2" PVC Conduit	70	LF	$15.00	$1,050.00
3.03	RACEWAY SYSTEM - Service Conduit (3"-3.5")	120	LF	$30.00	$3,600.00
3.04	RACEWAY SYSTEM - Conduit Fittings & Accessories	1	LS	$1,100.00	$1,100.00
3.05	RACEWAY SYSTEM - Warning Tape / Pull String / Markers	1	LS	$500.00	$500.00
4.01	UNDERGROUND/CIVIL - Handholes	2	EA	$475.00	$950.00
4.02	UNDERGROUND/CIVIL - Pull Boxes (service feeders)	1	EA	$550.00	$550.00
4.03	UNDERGROUND/CIVIL - Sand Bedding / Backfill Material	1	LS	$3,500.00	$3,500.00
5.01	LIGHTING - Solar Lighting Poles	9	EA	$19,000.00	$171,000.00
5.02	LIGHTING - Pole Foundations (Concrete + Rebar)	9	EA	$1,500.00	$13,500.00
6.01	CONDUCTORS - 600 kcmil Cu Feeders	210	LF	$30.00	$6,300.00
6.02	CONDUCTORS - #4 AWG Cu (EV Hot)	480	LF	$25.00	$12,000.00
6.03	CONDUCTORS - #8 AWG Cu (EV Ground)	240	LF	$30.00	$7,200.00
6.04	CONDUCTORS - #12 Cu Branch Wiring	120	LF	$35.00	$4,200.00
6.05	CONDUCTORS - #2 AWG Ground	70	LF	$35.00	$2,450.00
7.01	GROUNDING & BONDING - Ground Rods + Wells	3	EA	$365.00	$1,095.00
7.02	GROUNDING & BONDING - Exothermic Connections / Clamps	1	LS	$250.00	$250.00
7.03	GROUNDING & BONDING - Grounding & Bonding System	1	LS	$250.00	$250.00
8.01	DEVICES & MISC - Weatherproof GFCI Receptacles	3	EA	$125.00	$375.00
8.02	DEVICES & MISC - Unistrut / Equipment Rack	1	EA	$500.00	$500.00
8.03	DEVICES & MISC - Equipment Pad / Mounting Base	1	LS	$3,000.00	$3,000.00
				Sub-Total Electrical Items	$272,470.00

	MISCELLANEOUS ITEMS NOT INCLUDING ALTERNATES				
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$79,492.50	$79,492.50
102-1	Maintenance of Traffic and Access (5%)	1	LS	$39,746.25	$39,746.25
800-7	Permit Allowance	1	LS	$1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$79,492.50	$79,492.50
				Sub-Total Miscellaneous Items	$199,731.25

				GRAND TOTAL NOT INCLUDING BID ALTERNATE	$994,656.25
	MISCELLANEOUS ITEMS INCLUDING ALTERNATES				
ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	Mobilization (10%)	1	LS	$ 83,493.00	$83,493.00
102-1	Maintenance of Traffic and Access (5%)	1	LS	$ 41,746.50	$41,746.50
800-7	Permit Allowance	1	LS	$ 1,000.00	$1,000.00
999	Contingency (10%)	1	LS	$ 83,493.00	$83,493.00
				Sub-Total Miscellaneous Items	$209,732.50
				GRAND TOTAL INCLUDING BID ALTERNATE	$1,044,272.50

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 proposal 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 proposal, 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: F. Valdes

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 6/3/2026

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	HJ Asphalt, Inc	4310 NW 35 Ave. Miami, FL. 33142	305-634-3342
Electrical	Cocy Electrical Technology	18424 SW 293 Terr Homestead, FL. 33030	786-512-5761

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: V Engineering 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information: MDFRD-848-HQ-A

Scope of Work: Extensive Parking Lot Milling & Resurfacing, Earthworks, for parking lot Extension

Initial Value of Contract: $473,862.95 Final Value of Contract: $430,784.50

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:

See attached project contractor Evaluation

Name of Public Entity/Company: Miami Dade Fire Rescue Department (MDFRD)

Name of Individual completing this form: Alfredo Garmendia

Signature: [signature] Title: Construction Manager-2

Telephone: 786-498-8635 Email: alfredo.garmendia@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: V Engineering 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information: Construction of Traffic Circles

Scope of Work: Drainage System Installation, asphalt, milling and resurfacing, concrete works, landscaping, as well as striping and signage

Initial Value of Contract: $828,328.74 Final Value of Contract: $683,069.80

Length of Contract: 120 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: City of South Miami

Name of Individual completing this form: Patricia Torres

Signature: _____ Title: PM for Public Works and Capital Improvements

Telephone: 305-321-7460 Email: Patricia.torres@somifl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Public Services Parking Lot
Invitation to Bid No. 2026-11-011

Name of Company: V Engineering 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information: Mary Brickell Village

Scope of Work: Demolition, Earthwork, Flat Concrete Work, Asphalt Milling & Resurfacing, Drainage, striping and signage

Initial Value of Contract: $780,000.00 Final Value of Contract: $629,429.00

Length of Contract: 180 Days.

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Winman Construction, Inc.

Name of Individual ~~completing this form~~: Sinclair Cenben

Signature: [signature] Title: Senior Project Manager

Telephone: 305-773-5329 Email: sinclaircenben@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: F. Valdes

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp

Date: 6/3/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Felix Valdes being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: V Engineering 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): Felix Valdes

Title: Secretary.

Company: V Engineering Corp

Date: 6/3/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Felix Valdes. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By Felix Valdes

For V Engineering Corp.

Whose business address is: 2525 Ponce de Leon Blvd. Coral Gables, FL. 33134

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-3911074

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: F a V d

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 6/3/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** V **physical presence or** _ **online notarization**, this 3 day of June, 2026 by Felix Valdes. He/She was V personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

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: Felix Valdes / Secretary.
(print individual's name and title)

for: V Engineering Corp.
(print name of entity submitting sworn statement)

whose business address is: 2525 Ponce de Leon Blvd. Coral Gables, FL. 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-3911074

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.

Signature of Official: F. Valdes

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp

Date: 6/3/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** V **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Felix Valdes. He/She was V personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

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, Felix Valdes 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:

87-3911074

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

V Engineering Corp.

Name of Entity, Individual, Partners or Corporation

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

2525 Ponce de Leon Blvd. Coral Gables, FL. 33134

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
Felix G. Valdes	7545 SW 32nd 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:

—

Signature of Official: F G Val

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 6/3/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Felix Valdes. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We V Engineering 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# 2026-11-011, 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 : Cocy Electrical Technology (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 6/3/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Felix Valdes. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

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

Signature of Official: F R V
Name (typed): Felix Valdes
Title: Secretary
Company: V Engineering Corp.
Date: 6/3/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Felix Valdes. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

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 6/3/2026 at 2525 Ponce de Leon Blvd. Coral Gables, FL. 33134
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: F. Valdes

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 6/3/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Felix Valdes (the individual attesting below), being duly authorized byand on behalf of V Engineering 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 3rd day of June, 2026

Signature of Affiant

Print or Type Name: Felix Valdes

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Felix Valdes. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 3 day of June, 2026.
My Commission Expires: 10/10/2026

_____
Notary Public

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

V Engineering Corp.
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: Felix Valdes

Title: Secretary

Signature: F Valdes Date: 3/5/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: V Engineering Corp. ("**Company**")
Vendor FEIN: 87-3911074
Address: 2525 Ponce de Leon Blvd. #349
City: Coral Gables State: FL. Zip: 33134
Phone number: 305-342-5568 Email Address: felix@veccorp.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: Felix Valdes
Title: Secretary
Signature: F Valdes
Date: 6/3/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: V Engineering Corp.

Signature: _____ Title: Secretary.

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade.)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 2 day of June, 2026, by Felix Valdes. He/She was ✓ personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Felix R Clavelo Lopez
My Commission HH 320488
Expires 10/10/2026

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
V ENGINEERING CORP.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
2525 PONCE DE LEON BLVD. SUITE 349

Requester's name and address (optional)

6 City, state, and ZIP code
CORAL GABLES, FL. 33134

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	7	–	3	9	1	1	0	7	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 3/5/2026

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, V Engineering Corp (hereinafter called the Principal), and The Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of New Hampshire is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Public Services Parking Lot

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 Engineering Corp, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Ohio Casualty Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 3rd day of June, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

V Engineering Corp

_____

By: _____(Title)
(Principal)

ATTEST:

As per Attached Power of Attorney

_____
Lisette Calderon

The Ohio Casualty Insurance Company

By: Warren M. Alter
(Surety) Attorney-in-Fact

Seal No. 8218

(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

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

Certificate No: 8213376-984816

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, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 3rd day of June, 2026.

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.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor V Engineering Corp.

Date Addendum Received 5/20/2026

Total Pages of Addendum including Acknowledgement 6

Print Name Felix Valdes

Signature F. Valdes

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor V Engineering Corp.

Date Addendum Received 5/29/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Felix Valdes

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-011

Title: Public Services Parking Lot

Name of Contractor V Engineering Corp.

Date Addendum Received 6/3/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Felix Valdes

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.

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF UNITED FLAVORS CREAMERY, LLC. PURSUANT TO RFP# 2026-12-009 TO OPERATE AND MANAGE THE CONCESSION STAND AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - CRP Concession Stand.doc
Reso - CRP Concession.docx
Exhibit A - Recommendation - RFP# 2026-12-009.pdf
Exhibit B - Evaluation and Score Sheets - RFP# 2026-12-009.pdf
Exhibit C - RFP# 2026-12-009 - CRP - Concession Stand.pdf
Exhibit D - Proposal - United Flavors.pdf

To: Honorable Mayor and Village Council

Date: June 18, 2026

From: Nick Marano, Village Manager

Re: Coral Reef Park – Concession Stand Management and Operations

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF UNITED FLAVORS CREAMERY, LLC. PURSUANT TO RFP# 2026-12-009 TO OPERATE AND MANAGE THE CONCESSION STAND AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo*)

BACKGROUND AND ANALYSIS:

The Village advertised an RFP# 2026-12-009 requesting proposals from companies willing to manage and operate the Coral Reef Park Concession Stand. A total of one (1) proposal was received, and an evaluation has determined the most advantageous pick to be the highest scored Proposer: United Flavors Creamery, LLC.

FISCAL IMPACT:

The Village will receive a total of Eight Hundred Dollars and Zero Cents ($800.00) per month as a flat fee with an initial contract term of three (3) years with an option to renew annually thereafter not exceeding five (5) consecutive years.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFP# 2026-12-009
D. Proposal – United Flavors Creamery, LLC.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF UNITED FLAVORS CREAMERY, LLC. PURSUANT TO RFP# 2026-12-009 TO OPERATE AND MANAGE THE CONCESSION STAND AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo*)

WHEREAS, the Village of Palmetto Bay ("Village") published an RFP# 2026-12-009 ("RFP") for the "Coral Reef Park – Concession Stand Management and Operations" ("Services") at Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, FL 33157 on April 14, 2026; and

WHEREAS, the Village received one (1) proposal on May 15, 2026; and

WHEREAS, the Village wishes to proceed with the selection of United Flavors Creamery, LLC. ("Consultant") as the highest-scoring responsive and responsible Proposer, as determined by staff evaluation, to complete the Services as set forth in the RFP; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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 United Flavors Creamery, LLC. pursuant to the RFP for the Services is hereby approved.

Section 3. The Village Manager is authorized to negotiate and enter into a contract with the Consultant for an initial term of three (3)

years, with two (2) optional one (1) year extensions, not to exceed five (5) consecutive years.

Section 4. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

1 Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 06/18/2026

RFP#: 2026-12-009	**Item/Service:** Coral Reef Park – Concession Stand Management and Operations

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of one (1) proposal received, United Flavors Creamery, LLC.

II. Recommendation:

a. Which proposal is being recommended? **United Flavors Creamery, LLC.**

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 ____ No _____ (Not Applicable)

(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 July 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

6/18/26

Nick Marano, Village Manager

RFP# 2026-12-009 - Coral Reef Park - Concession Stand Management and Operations					
		United Flavors Creamery, LLC.			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1	30	F. Carmona	D. Chin	M. Salado	
		30	30	30	
Evaluation Criteria No. 2	20	F. Carmona	D. Chin	M. Salado	
		18	20	15	
Evaluation Criteria No. 3	10	F. Carmona	D. Chin	M. Salado	
		10	10	10	
Evaluation Criteria No. 4	40	F. Carmona	D. Chin	M. Salado	
		40	40	40	
TOTAL	**100**	**98**	**100**	**95**	

RFP# 2026-12-009 - Coral Reef Park - Concession Stand Management and Operations			
		United Flavors Creamery, LLC.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Respondent's experience, qualifications, and past performance related to performing and providing concession stand management services or services of a similar nature	30	30	
Evaluation Criteria No. 2: Menu items	20	18	
Evaluation Criteria No. 3: Licenses	10	10	
Evaluation Criteria No. 4: Proposed Monthly Rental Fee	40	40	
	100	98	
Reviewer Name/Signature:			
Date: 6-18-26			

RFP# 2026-12-009 - Coral Reef Park - Concession Stand Management and Operations			
		United Flavors Creamery, LLC.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Respondent's experience, qualifications, and past performance related to performing and providing concession stand management services or services of a similar nature	30	30	
Evaluation Criteria No. 2: Menu items	20	20	
Evaluation Criteria No. 3: Licenses	10	10	
Evaluation Criteria No. 4: Proposed Monthly Rental Fee	40	40	
	100	100	
Reviewer Name/Signature:		DESMOND CHIN	
Date:		6/18/26	

RFP# 2026-12-009 - Coral Reef Park - Concession Stand Management and Operations			
		United Flavors Creamery, LLC.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Respondent's experience, qualifications, and past performance related to performing and providing concession stand management services or services of a similar nature	30	30	Great @ CRP Concession- great @ PBP concessi great @ events good reputation, Invent etc extra goes the mile
Evaluation Criteria No. 2: Menu items	20	15	more healthy options / packsafe. for rec cente
Evaluation Criteria No. 3: Licenses	10	10	all licenses ✓
Evaluation Criteria No. 4: Proposed Monthly Rental Fee	40	40	$600 to $800 * always pays on time *
	100	95	
Reviewer Name/Signature:		Melissa Salado	
Date:		6/18/26	

REQUEST FOR PROPOSAL

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

TITLE:

Coral Reef Park – Concession Stand Management and Operations

RFP NO.:

2026-12-009

DUE DATE:

Friday, May 15th, 2026 on or before 11:00 a.m. EST
(Municipal Building)

ISSUED: Tuesday, April 14th, 2026

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

REQUEST FOR PROPOSAL (RFP)
Coral Reef Park – Concession Stand Management and Operations
No. 2026-12-009

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide management and operations services for the Village's Concession Stand at Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay Florida 33157. These services are to be provided with certain performance measures defined by this RFP. The Village will **receive sealed proposals no later than 11:00 a.m.** on or before **Friday, May 15th, 2026** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals 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 documents and submit one (1) original and a flash drive containing a copy of the entire original submission in one (1) sealed package titled **"RFP# 2026-12-009 CRP – Concession Stand Management and Operations"**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-submission meeting is scheduled for **Tuesday, April 28th, 2026, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Tuesday, April 14th, 2026**. All documents 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.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

CRP – Concession Stand Management and Operations (the "Project")

GENERAL

This RFP is issued by the Village, notifying interested parties that the Village is seeking a Company to operate and manage CRP concession stand located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will accept proposals from qualified companies or individuals to deliver the services, operations, and management in accordance with the specifications set forth in this RFP.

It is the intent to sign an agreement with an individual/company that complies with the licensing, permitting requirements to fully operate a successful business. The agreement term shall be for three (3) years with an option at the Village's discretion to renew annually not to exceed five (5) consecutive years.

BACKGROUND

The Parkview Café was opened on June 6th, 2010, providing its park patrons with breakfast, lunch and early evening dinner. The Café is conveniently located amidst the ball fields just past the playground when entering the park. The covered seating area, with potential capacity of one hundred (100) (currently thirty-six (36)), is a welcome respite in the middle of CRP, offering shade and a consistent breeze blowing in from the East. The Village's vision is to have a management/operations Company that will come in and run the Parkview Café and be able to again, offer the patrons a place to relax, buy a beverage or a meal.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP 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 proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

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 Proposer 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 proposal documents.

Inquiries must be received by Tuesday, May 5th, 2026, no later than 3:00 p.m. The Addendum will be posted by Wednesday, May 6th, 2026, no later than 3:00 p.m. on Demand Star.

3.04 Addenda to RFP

The Village may modify or clarify the RFP, 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 RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers 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 proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any

changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer 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 proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFP 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, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- 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 RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

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 proposal 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 Proposer and the Procurement

Specialist regarding this proposal 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 Proposer prior to the execution of an agreement, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 7.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. 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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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, Oldwick, 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 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) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer 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 Agreement, 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 Proposer 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 Agreement 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 Agreement. **ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.**

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Proposal Only

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

3.18 Company Responsibilities

The Company shall not look at the Village of Palmetto Bay or any Village owned properties to pay for damages to the Company's personal property, the Company's employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 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 proposal. 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

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

3.21 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.

3.22 Contract Time

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

3.23 Liquidated Damages

The Proposer and the Village recognize that time is of the essence of this Agreement 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 Agreement. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer 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 Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($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 Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.

3.24 Litigation

Proposers 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 Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If the Proposer 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 proposal. Following the award of the agreement, no additional subcontracting 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 Proposer shall submit with the proposal 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 Proposal Form. The Proposer 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 Agreement 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 Proposal 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 proposal, 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 Proposer to submit an acceptable substitute without an increase in the proposal price. If the apparent

successful Proposer declines to make any such substitution, the Agreement shall not be awarded to such Proposer and the Bid Guaranty of that Proposer 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 proposal being deemed non-responsive.

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

3.26 Indemnification

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

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP 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.**

3.28 Protests, Appeals and Disputes

The procedures and requirements for proposal 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

3.29 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 Agreement.

3.30 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into an Agreement unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Agreement with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer 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.

3.31 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 Agreement, the Village 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.

SECTION 4.0: Scope of Services

4.01 General

This is non-exclusive agreement for general park concession privileges, as well as the opportunity to participate in Village sponsored events. Said privileges do not include the Farmer's Market. The scope for the Company will contemplate complete management and operations of the concession stand at CRP to include:

4.02 Company's Responsibilities

The Company shall:

1. Maintain all required permits and licenses, including business license.
2. Maintain insurance coverage as required by the Village.
3. Shall not make any improvements, additions, or repairs without prior written approval from the Village Manager, or his/her designee. Any repairs, modifications, etc. deemed necessary by the Village will be made by the Village.
4. Shall accept the Village owned appliances (please refer to Exhibit "A" Equipment List). Company shall make any repairs caused by Company's negligence at the Company's expense. Village owned equipment will remain the Village's equipment.
5. Additional equipment or replacement equipment desired by the Company shall be approved by the Village and will be purchased and installed at the Company's expense. If any public agency having jurisdiction over such matter requires safety or other improvements to any of the equipment used by the Company in their operations, the Company shall be required to provide these improvements at their expense. Any Village owned equipment removed by the Company shall be returned to the Village upon termination of the agreement. The Company shall remove any owned equipment installed and reinstall Village owned equipment that was removed.
6. Shall provide signage for menu and prices for concession stand. Signage must be approved by the Village prior to display.
7. Shall ensure concession is always staffed with sufficient qualified personnel to handle the patron demand efficiently.
8. Shall be available to manage and operate the concession stand for any program, activity and/or event as requested by the Village.
9. Pay to the Village a monthly **rental fee** due on the 1st of each month.
10. The Company must fully maintain the concession stand interior including all appliances in a clean and sanitary condition; and exterior counters and tables, including needed janitorial services and trash and garbage removal from dining area, tables, counters, floors, etc.; daily policing of the grounds near the concession to remove litter; and grease trap and lift station cleaning as may be required. Such maintenance shall be at the sole expense of the Company and will be subject to general inspection by the Village to ensure that the continuing quality of maintenance and appearance and physical condition of the concession is in par with maintenance, health, and safety standards. In the event that said premises shall not be kept by the Company, as herein required, the Village may enter the premise (without action causing or constituting a termination of the agreement or an interference with the

possession of the premise by the Company) and may cure the default of the Company. Should the Village consider such an action necessary, the Company agrees to reimburse the Village for all reasonable costs and expenses incurred by the Village in curing such default.

11. Taxes – the Company shall pay all taxes or special assessments, which may be levied or assessed upon the concession granted hereunder. The Company shall pay all taxes on its own personal property and premise described herein.
12. Signs – the Company shall provide their method of signage to the Parks and Recreation Director, or designee, and be approved by the Village Manager before any signage is granted. Permission will be needed as to abide by all Village, County and State laws, ordinances, rules, and regulations.
13. Permits and License – the Company shall obtain, at their own expense, all permits and licenses (such as Village Occupational License, County Occupational License and Department of Business Regulation Hotel and Restaurant License) which may be required by any governmental agency. The Company shall adhere to all the applicable laws and ordinances of the Village, Miami-Dade County, State of Florida, and Federal Government. The Village must be provided copies of all such documents prior to contract award.
14. Electrical Equipment – the Company shall provide the Village with a list of all electrical equipment to be utilized as part of its operation under the terms of this agreement for the concession stand.
15. Rules and Regulations – the Company shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the agreement, be promulgated by the Village Manager, or designee, or other lawful authority, for the care, operation, maintenance, and protection of the facility).
16. Advertising – all advertising of the concession by the Company is to be approved by the Village Manager or designee prior to production and distribution.

4.02.1 Menu

1. Company is only authorized for the term of this agreement, to sell foods, beverage and miscellaneous “snack bar” type items. All foods, drinks, beverages, confectionery, refreshments and the like sold or kept for sale, shall be of first quality, wholesome and pure and shall conform in all respects to the federal, state, municipal and other laws, ordinances, and regulations and shall be kept subject to the approval or rejection of the Village Manager or designee.
2. Company must also sell healthy choices for the health-conscious patron. Examples of healthy choices are: apples; health bars; turkey hotdogs; etc. Company shall always provide and maintain an inventory of name brand food and drink items to meet the patron demand. If Company fails to meet demand due to low inventory levels, the Village will set inventory levels. The Company shall maintain the highest available rating from the applicable Health Department Inspections.
3. Pricing of each menu item will remain firm and fixed for the duration of the agreement. Unless otherwise approved by the Village Manager.
4. Menu items and prices must be approved by the Village prior to sale. Agreed upon menu and prices must always remain posted in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names must remain constant (as submitted) unless

a request is made in writing with reasons for the request for a product change. The Park and Recreation Director will review the written request and respond within ten (10) days.

5. Only non-glass cups or bottles shall be used for the dispensing of soft drinks. No Styrofoam materials shall be used.
6. The Company must provide ice for ice packs as needed for program participant injuries or patrons with injury.
7. No Alcoholic Beverages will be allowed for sale.
8. No Tobacco Products will be allowed for sale.
9. No Shelled Peanuts will be allowed for sale.
10. No Gum will be allowed for sale.

4.03 The Villages' Responsibilities

The Village Shall:

1. The Village will pay all utilities, such as electrical, gas and phone (including hookups if required for new service as related fixtures and connections, however, the Village reserves the right to inspect the concession stand to ensure conservation of the resources is being practiced by the Company. Blatant disregard of conserving measures shall be noted, and the Company will be notified immediately in writing. Failure to correct the situation upon thirty (30) days written notice shall be reason to cancel this agreement.
2. The Village will provide a concessionary area, please refer to the Village's Equipment List. The Company shall make any repairs caused by Company's negligence at the Company expense. Village owned equipment will remain the Villages' equipment. Maintenance will include, repairs of leaks, malfunctioning of equipment, etc. The Village will determine if any repairs needed is caused by the Company's misuse of equipment or facility.
3. The Village Parks and Recreation Director or designee will perform periodic review of the Company's staffing levels to determine if the patron demand is being met efficiently and whether or not the Company is able to increase staff accordingly. If additional staff is needed, it will be at the sole expense of the Company.
4. The Company agrees to provide the same vending machines in place at time of the agreement is executed for offering to the park patrons
5. The Village shall have the right to inspect, as deemed necessary, any and/or all the Concessionaire's operations, including plants, warehouses and (when accompanied by the Concessionaire's representative) other sources, who prepare or supply food, milk, beverage or other items to ensure full compliance with health and sanitation standards. Based upon such inspections, the Village may reject any food, milk, beverage, or other items not conforming to health sanitation standards.
6. In the event a new Parkview Café operator is awarded the concession rights pursuant to this RFP, the Village will grant the Company six (6) months of waived rent payment for the Company to establish its operations and marketing.
7. Fire or Other Casualty – in the event that the concession stand is damaged or destroyed by fire or other casualty, said space shall be promptly repaired, rebuilt, or abandoned by the Village at its discretion. However, the Village shall not be obligated to repair or rebuild any

improvements made by the Company pursuant to this agreement – or repair or rebuild any fixture, equipment and other property installed by the Company pursuant to this agreement.

8. Disposition of Equipment – upon the termination of this agreement by lapse of time or otherwise (except for Company's default), the Company shall have the right (or obligation upon direction of the Village) to remove, without damage to Village property or premise, all equipment and personal property installed or located within the concession stand. However, this removal does not include pipes, conduit, wiring, refrigerator, ice machine and/or sinks. The Company shall have a reasonable time, not to exceed fifteen (15) days, to remove such personal property and shall within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property before such installations. The Village shall conclude that the Company has abandoned any such equipment and personal property which has not been removed within the said fifteen (15) days (unless the Village has granted an extension in writing for this purpose).
9. Right of Access – the Village hereby grants the Company the right of access and ingress to and egress from the premise by the Company and its employees, suppliers, servicemen, subleases, guests, patrons and invitees (provided, that such rights of access, ingress and egress are at all times, exercised in conformance with any and all regulations promulgated by the Village Manager or designee, or other lawful authority, for the care, operation, maintenance and protection of the facilities and the public – and applicable to all users of said facilities).
10. Closing of Concession Area – the Village maintains the right to close any part (or all) of the Facilities either permanently or temporarily. If the Facilities are thereafter re-opened, during the term of the agreement, the concessionaire shall commence servicing said facilities again, upon Village approval.
11. Non-exclusive Rights – it is expressly herein provided that the rights and privileges granted are non-exclusive, and nothing contained herein shall preclude the Village from entering other agreements with any other party or parties during the term of the agreement for the sale in any part of the facilities except the concession for the same or similar merchandise which the Company is permitted to sell hereunder:

    a. Non-Village Sponsored Events – a non-Village sponsor of a one-time special event with prior written approval from the Village Manager, or designee may be allowed to provide concession services for an event in conjunction with the Company.

    b. Village Sponsored Special Events - the Village reserves the right, with prior written approval from the Village Manager or designee, to allow the Company, under this agreement, to provide concession services at the Village's sponsored one-time special event if it is deemed in the best interest of the Village; however, the Village reserves the right to also assign other food and beverage vendors at their sole discretion.

4.04 Term of Agreement

If the Company is awarded, the term for the agreement shall be three (3) years, with an annual option-to-renew, at the discretion of the Village Manager, for a term not to exceed five (5) consecutive years.

4.05 Site or Location

The concession stand is conveniently located towards the ball fields passed the playground:

7895 SW 152nd Street
Palmetto Bay, Florida 33157

Park Schedule:

Monday through Friday	**Sunrise to Sunset**
Saturday	**Sunrise to Sunset**
Sunday	**Sunrise to Sunset**

Recreation Center:

Monday through Friday	**8:00 a.m. to 10:00 p.m.**
Saturday	**8:00 a.m. to 8:00 p.m.**
Sunday	**8:00 a.m. to 8:00 p.m.**

4.06 Background Screening

All personnel and ("Personnel") of the Company, working in the concession stand at CRP must be in compliance with Level II Background Screening and fingerprinting requirements as per, Exhibit "B" Ordinance 08-10 Form, including but not limited to Florida Statute 435.04 (pleased refer to attachment), Employment Screening, prior to the scheduled start of employment or volunteerism. A violation of this requirement shall constitute a substantial breach of the agreement.

4.07 Concession Employees

The Company shall be responsible for the appearance of all Personnel assigned to the concession stand (clean and appropriately always dressed). Personnel must wear visible identification or a uniform that identifies them as being employed by the Company while working.

All Personnel of the Company and any approved subcontractors shall be at all times the sole employees of the Company, under the Company's sole direction, and not an employee or agent of the Village. The Company shall supply competent and physically capable Personnel that are polite, friendly, honest, and courteous, the Village may require the Company to remove any Personnel it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

4.08 Proposal Sheet

RFP# 2026-12-009 CRP – Concession Stand Management and Operations

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project.

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

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

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

_____
Name

_____
Signature

_____
Title

_____
Date

Section 5.0: Evaluation and Content of Proposals

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

One (1) sealed envelope which includes: One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST May 15th, 2026.

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

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

EVALUATION OF PROPOSALS

The award of the contract is subject to Village Council approval. Other aspects of approval are if the Company has the experience, capability, necessary facilities, and financial resources to complete the agreement in a satisfactory manner within the required time.

The Company to perform the work in conformity with the agreement documents, and the Company shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the Company(s) for additional essential information to complete their score. The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Company.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

Proposal Evaluations and Ranking
The Evaluation Committee will evaluate and rank the proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Proposer			
Criteria	*Points Allowed*	*Points Allotted*	*Notes*
Respondent's experience, qualifications, and past performance related to performing and	30		

providing concession stand management services or services of a similar nature			
Menu items	20		
Licenses	10		
Proposed Monthly Rental Fee	40		
TOTALS	**100**		

SECTION 6.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Tuesday, April 14th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Tuesday, April 28th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, May 5th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Wednesday, May 6th, 2026	Posted on DemandStar	3:00 p.m.
Proposal Submission Date	Friday, May 15th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement
The Proposer to whom award is made shall execute a written Agreement with the Village after notice of award. The Agreement shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The Proposer 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 Agreement award as a precondition to the Agreement execution.

D. Business License & Tax
The Proposer must have a valid Florida issued business license and tax certificate before execution of the Agreement.

E. Failure to Accept Contract

The following will occur if the Proposer to whom the award is made fails to enter into the Agreement: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer 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. Commencement

The Agreement term commences after the Agreement has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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 Agreement.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: CRP – Concession Stand Management and Operations
Request for Proposal No. 2026-12-009

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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

_____

_____

Initial Value of Contract: _____ Final Value of Contract: _____

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By _____

For _____

Whose business address is: _____

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

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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 _____, RFP# 2026-12-009, 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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

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 Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF 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)

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
[redacted]

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 8.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **CRP – Concession Stand Management and Operations**
RFP No. 2026-12-009 in accordance with Agreement Documents as prepared by the Village

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

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

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

Sincerely,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **CRP – Concession Stand Management and Operations**
RFP No. 2026-12-009 in accordance with Agreement Documents as prepared by the Village

One executed copy of your Agreement 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 Agreement Documents on the Commencement date. Said date shall begin the Agreement Time.

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

Sincerely,

Alessia Bencomo
Procurement Specialist

SECTION 9.0: Exhibits

Draft Master Agreement for: CRP – Concession Stand Management and Operations

MASTER AGREEMENT FOR THE _____

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 _____(the "Company"), a _____ corporation, located at _____ and whose Federal Employer Identification Number is _____ (the "Parties").

WHEREAS, the Village desires to employ the Company to provide _____; and

WHEREAS, the Village has solicited for these services via an advertised request for proposal ("_____") from the Company submitted a proposal thereto; and

WHEREAS, the Company has considerable _____; and

WHEREAS, the Company and the Village have agreed to enter into an agreement and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants, the Village and the Company hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Consultant

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Village's _____, to include all attachments and addenda, and (ii) the Company's responsive proposal thereto

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(collectively, (i) and (ii) are "_____"), both of which are incorporated into this Agreement by this reference, attached as composite Exhibit "A" and made a part of this Agreement.

Exhibit "A": _____

2.2 When the Village requires the Company to perform Services, the Village, by the Division Director, will issue a Work Authorization to the Company stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Company is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 Non-Exclusive Provider. The Company recognizes and acknowledges that the Village may employ several different consultants to perform the same or similar Services for the Village and that the Company has not been employed as the exclusive agent to perform any such Services.

2.5 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

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3.1.1 In consideration for its providing the Services, the Company shall pay the Village in accordance with the Price Proposal set forth in Exhibit "B" which is attached and made a part of this Agreement.

3.1.2 The Company shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

3.1.3 The Company will clearly state "Final Invoice" on the Company's final/last billing for the Services rendered to the Village. The Company's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Village. This account will be closed upon the Village's receipt of a Final Invoice. The Company waives any charges not properly included on its Final Invoice.

3.1.4 The Village's payment of the Final Invoice shall not constitute evidence of the Village's acceptance of the Company's performance of the Service or the Village's acceptance of any work.

3.1.5 By submitting an invoice, the Company's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Disputed Invoices

3.2.1 In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, 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 working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

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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 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. 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 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the

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Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. 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 27, below.

6.3 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.

6.4 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 No Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the 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 such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Company shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances.

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9.0 Professional Associates and Subconsultants

If the Company requires the assistance of any professional associates or subconsultants 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 subconsultant may perform any work for the Village. If after obtaining the Village's approval the Company utilizes any professional associates or subconsultants 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 subconsultants. The failure of a professional associate or subconsultants 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 shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Agreement 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 Agreement amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and

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amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any work commences. The Village shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed)

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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.

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.

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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 contract, 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;

(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:**

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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 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:

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22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Company acknowledges that during any fiscal year the Village shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Village may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Village may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Village agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Village's performance and obligation to pay the Company under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Company Representations

25.1 The Company hereby represents and warrants the following to the Village:

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25.1.1 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.

25.1.2 Company's performance under this Agreement will not violate or breach any contract or agreement to which the Company is a Party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 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.

25.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 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.

25.1.8 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.

25.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

26.0 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

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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.

27.0 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 CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which

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the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The 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, sub-Consultants, sub-Consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The Village shall have the right to reject the Company's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name:

Name:

Name:

32.0 No Construction Against Drafter

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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.

33.0 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 subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Company or subconsultant. 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 subconsultants to provide an affidavit attesting that the subconsultant 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 subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the 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 1 year

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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.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.0 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 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.

37.0 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

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measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

38.0 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.

39.0 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.

40.0 Entire Agreement

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

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

42.0 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 Agreement shall be construed liberally to achieve its intent.

43.0 Counterparts

This Agreement 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 Agreement.

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44.0 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 Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency
For the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Exhibits to this Solicitation

Exhibit "A": Equipment List **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(***Total of 2 .pdfs to download with solicitation***)

REQUEST FOR PROPOSAL

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

TITLE:

Coral Reef Park – Concession Stand Management and Operations

RFP NO.:

2026-12-009

DUE DATE:

Friday, May 15th, 2026 on or before 11:00 a.m. EST
(Municipal Building)

ISSUED: Tuesday, April 14th, 2026

CONTACT PERSON:

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

SECTION 8.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: United Flavors Creamy
Company

7895 SW 152 st Palmetto Bay 33157
Address

ATT: Juan Pena MGR
Name and Title

PROJECT DESCRIPTION: **CRP – Concession Stand Management and Operations**
RFP No. 2026-12-009 in accordance with Agreement Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Agreement for the above referenced Project as a result of your proposal of: _____
Dollars ($ 800) submitted to the Village of Palmetto Bay (Owner) on 4-30-26 (Date).

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

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

Sincerely,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

REFERENCES

Each proposal must be accompanied by a list of at least *three (3)* references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: CRP – Concession Stand Management and Operations
Request for Proposal No. 2026-12-009

Name of Company: City of Doral

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

Contracted Services Information:

Scope of Work: catering and special events services for the city of Doral

Initial Value of Contract: $5,000 (+) Final Value of Contract: _____
Length of Contract: Multi-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:

Excellent services and professionalism.

Name of Public Entity/Company: City of Doral Parks & Recreation
Name of Individual completing this form: Kenneth Harris
Signature: _____ Title: Recreation Coordinator
Telephone: (786) 319-6792 Email: Kenneth.Harris@cityofdoral.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: CRP – Concession Stand Management and Operations
Request for Proposal No. 2026-12-009

Name of Company: United Flavors Creamery 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: United Flavors Creamery has successfully provided food vendor services at Pinecrest Gardens for special events for nearly 15 years. Including food preparation, on-site service and coordination with our staff.

Initial Value of Contract: N/A Final Value of Contract: N/A

Length of Contract: N/A

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

N/A

Comments:

This company consistently demonstrates a high level of professionalism in every event they support at Pinecrest Gardens. Their strong work ethic and dedication make them a valued partner. They remain committed to excellence and continually deliver the highest quality service.

Name of Public Entity/Company: Pinecrest Gardens - Village of Pinecrest

Name of Individual completing this form: Elis M. Webb

Signature: [signature] Title: Events & Rentals Specialist

Telephone: 305-669-6990 Email: [illegible]

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least *three (3)* references, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: CRP – Concession Stand Management and Operations
Request for Proposal No. 2026-12-009

Name of Company: United Flavors Creamery 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Concession stand for community events.

Initial Value of Contract: n/a **Final Value of Contract:** n/a
Length of Contract: 11 yrs
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

This vendor continues to be my #1 choice when it comes to concessions. We have worked together more than 10 years and their professionalism is truly top notch. They are an asset to any venue.

Name of Public Entity/Company: Country Walk Master HOA, Inc.
Name of Individual completing this form: Julie Carpintero
Signature: Julie Carpintero **Title:** Recreation Manager
Telephone: 305-238-9336 ext.2 **Email:** CWRecMgr@countrywalkhoa.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ICE CREAM & CHURROS



CHURROS $9

(6 PIECES)

DIPPING SAUCE $2

CHOCOLATE - CARAMEL - NUTELLA

ICE CREAM

1 SCOOP - $4 OR 2 SCOOPS - $6

FLAVORS

VANILLA - CHOCOLATE -
STRAWBERRY - COOKIES & CREAM

COFFEE $3

AMERICAN - ESPRESSO -
COLADA - CORTADO

LET'S GET SOCIAL @United_Flavors_Icecream

PARKVIEW CAFE

CHEESEBURGER + FRIES	**$11**
NUGGETS + FRIES	**$9**
HOTDOG + FRIES	**$8**
FRIES	**$4**
CORNDOG	**$4**
POPCORN	**$4**
KETTLE CORN	**$5**
COTTON CANDY	**$4**
DRINKS	**$2**
FROZEN LEMONADE	**$5**
SNOW CONES	**$5**

BLUE RASPBERRY - CHERRY - WATERMELON - GRAPE - COTTON CANDY - TIGERS BLOOD - LIME - PIÑA COLADA - ORANGE - PINEAPPLE - STRAWBERRY - MANGO



FRUIT PALETA'S

COCONUT | MANGO | STRAWBERRY



OREO ICE CREAM SANDWICH

STRAWBERRY SHORTCAKE BAR



FAT BOY SANDWICH

SNICKERS ICE CREAM

TWIX ICE CREAM BAR





010816

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

DARIEL FERNANDEZ
MIAMI-DADE COUNTY
IN GOD WE TRUST
TAX COLLECTOR

7335278

BUSINESS NAME/LOCATION
UNITED FLAVORS CREAMERY LLC
7895 SW 152ND ST
PALMETTO BAY FL 33157–2358

RECEIPT NO.
RENEWAL
7627574

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
UNITED FLAVORS CREAMERY LLC
C/O JUAN PENA MGR

SEC. TYPE OF BUSINESS
214 RETAIL SALES

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 07/02/2025
PTBTE–25–289291

Employee(s) 2

This Local Business Tax Receipt only confirms payment of the Local BusineTax. 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 nongo[illegible]nmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above [illegible]be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

F[illegible]ore information, visit mdctaxcollector.gov

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE NON-SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 0

UNITED FLAVORS CREAMERY LLC

UNITED FLAVORS AT PARKVIEW CAFE
7895 SW 152 ST
PALMETTO BAY FL 33157

LICENSE NUMBER: NOS2337155

EXPIRATION DATE: OCTOBER 1, 2026

Always verify licenses online at MyFloridaLicense.com

DUE 13/2025

ent in any form.

This is your than the licensee to use this document.

MIAMI-DADE FIRE RESCUE DEPARTMENT
FIRE PREVENTION BUREAU
9300 NW 41ST STREET, DORAL, FLORIDA 33178-2424
(786) 331-4800

Annual Operating Permit

Issued To
UNITED FLAVORS CREAMERY LLC

Located At
7895 SW 152 ST BUILDING CONCESSIONS
PALMETTO BAY, FL 33157

Number
22125-00125

Permit Type
Mercantile

Permit Use
Retail Store

Issued
February 8, 2026

Expires
3/8/2027

This Permit is issued in accordance with Section 14-39 of the Miami-Dade County code under conditions set forth therein. Violations of the aforementioned will be grounds for immediate revocation.

A. R. C

Chief Alan R. Cominsky, Fire Marshal
Miami-Dade Fire Rescue Department

360 TRAINING

LEARN2SERVE FOOD PROTECTION MANAGER CERTIFICATION

This certifies that

Juan Pena

has achieved the title of

Certified Food Protection Manager with Online Proctor

Issue Date: 05/23/2021
Certificate number: L2SC-3-010947
Test Name: Form A22

ANSI ACCREDITED PROGRAM
American National Standards Institute and the Conference for Food Protection
#0975

Samantha Montalbano, Chief Operating Officer

THIS CERTIFICATE IS NON-TRANSFERABLE & VALID UPTO 5 YEARS FROM THE ISSUE DATE DEPENDING ON YOUR LOCAL HEALTH DEPARTMENT'S REQUIREMENTS.

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

Environ Health Associates, Inc.
Finding solutions to sanitation and safety since 1979

Certified Florida Food Service Worker

This document hereby certifies that

Emily Katherine Jeffery

Has successfully completed the

Florida Food Service Worker Course

Completion Date: ***07/21/2023***

Expiration Date: 3 Years from Date of Completion

Roy Costa

Roy Costa, DBPR Provider: 2067825

360 TRAINING™ LEARN 2 SERVE™

Environ Health Associates, Inc.
Finding solutions to sanitation and safety since 1979

Certified Florida Food Service Worker

This document hereby certifies that

Samantha Medina

Has successfully completed the

Florida Food Service Worker Course

Completion Date: *07/19/2023*

Expiration Date: 3 Years from Date of Completion

Roy Costa

Roy Costa, DBPR Provider: 2067825

360 TRAINING LEARN 2 SERVE™

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2026

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 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: Veracity Insurance Solutions, LLC
Veracity Insurance Solutions, LLC. Pleasant Grove, UT, 84062	PHONE (A/C, No, Ext): (844) 520-6992 FAX (A/C, No): E-MAIL ADDRESS: info@fliprogram.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
United flavors creamery llC 9570 Sw 35th st Miami, FL, 33165	INSURER A: Accelerant National Insurance Company / 10220

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PO 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 INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ PROFESSIONAL LIABILITY ☐ (CLAIMS-MADE FORM) GENL AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	☑	☐	N0276GL00000100-F356807	02/28/2026	02/28/2027	EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $300,000 MED EXP (Any one person) $5,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG $2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE 0 AGGREGATE 0 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED Y/N ☐ **(Mandatory in NH)** If yes describe under DESCRIPTION OF OPERATIONS below	N/A	☐				☐ WC STATUTORY LIMITS ☐ OTHER $ E.L. EACH ACCIDENT $ E.L. DISEASE EA EMPLOYEE $ E.L. DISEASE POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space required)
It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Village of Palmetto Bay Park and Recreations / Thalatta Estate
17301 Old Cutler Road
Palmetto Bay, FL, 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Village of Palmetto Bay Park and Recreations / Thalatta Estate

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/28/2025 **EXPIRATION DATE:** 1/28/2027

PERSON: JUAN M PENA **EMAIL:** UNITEDFLAVORS@YAHOO.COM

FEIN: 871176335

BUSINESS NAME AND ADDRESS:

UNITED FLAVORS CREAMERY LLC

9570 SW 35TH ST

MIAMI, FL 33165

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-12-009

Title: Coral Reef Park – Concession Stand Management and Operations

Name of Company (United) Flavors Creamer

Date Addendum Received 5-10-26

Total Pages of Addendum including Acknowledgement 2

Print Name Juan Pena

Signature

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

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

CRP – Concession Stand Management and Operations (the "Project")

GENERAL

This RFP is issued by the Village, notifying interested parties that the Village is seeking a Company to operate and manage CRP concession stand located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will accept proposals from qualified companies or individuals to deliver the services, operations, and management in accordance with the specifications set forth in this RFP.

It is the intent to sign an agreement with an individual/company that complies with the licensing, permitting requirements to fully operate a successful business. The agreement term shall be for three (3) years with an option at the Village's discretion to renew annually not to exceed five (5) consecutive years.

BACKGROUND

The Parkview Café was opened on June 6th, 2010, providing its park patrons with breakfast, lunch and early evening dinner. The Café is conveniently located amidst the ball fields just past the playground when entering the park. The covered seating area, with potential capacity of one hundred (100) (currently thirty-six (36)), is a welcome respite in the middle of CRP, offering shade and a consistent breeze blowing in from the East. The Village's vision is to have a management/operations Company that will come in and run the Parkview Café and be able to again, offer the patrons a place to relax, buy a beverage or a meal.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP 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 proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

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 Proposer 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 proposal documents.

Inquiries must be received by Tuesday, May 5th, 2026, no later than 3:00 p.m. The Addendum will be posted by Wednesday, May 6th, 2026, no later than 3:00 p.m. on Demand Star.

3.04 Addenda to RFP

The Village may modify or clarify the RFP, 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 RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers 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 proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any

changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer 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 proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFP 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, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- 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 RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

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 proposal 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 Proposer and the Procurement

Specialist regarding this proposal 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 Proposer prior to the execution of an agreement, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 7.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. 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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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, Oldwick, 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 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) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer 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 Agreement, 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 Proposer 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 Agreement 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 Agreement. **ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.**

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Proposal Only

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

3.18 Company Responsibilities

The Company shall not look at the Village of Palmetto Bay or any Village owned properties to pay for damages to the Company's personal property, the Company's employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 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 proposal. 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

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

3.21 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.

3.22 Contract Time

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

3.23 Liquidated Damages

The Proposer and the Village recognize that time is of the essence of this Agreement 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 Agreement. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer 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 Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($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 Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.

3.24 Litigation

Proposers 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 Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If the Proposer 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 proposal. Following the award of the agreement, no additional subcontracting 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 Proposer shall submit with the proposal 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 Proposal Form. The Proposer 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 Agreement 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 Proposal 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 proposal, 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 Proposer to submit an acceptable substitute without an increase in the proposal price. If the apparent

successful Proposer declines to make any such substitution, the Agreement shall not be awarded to such Proposer and the Bid Guaranty of that Proposer 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 proposal being deemed non-responsive.

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

3.26 Indemnification

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

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP 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.**

3.28 Protests, Appeals and Disputes

The procedures and requirements for proposal 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

3.29 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 Agreement.

3.30 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into an Agreement unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Agreement with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer 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.

3.31 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 Agreement, the Village 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.

SECTION 4.0: Scope of Services

4.01 General

This is non-exclusive agreement for general park concession privileges, as well as the opportunity to participate in Village sponsored events. Said privileges do not include the Farmer's Market. The scope for the Company will contemplate complete management and operations of the concession stand at CRP to include:

4.02 Company's Responsibilities

The Company shall:

1. Maintain all required permits and licenses, including business license.
2. Maintain insurance coverage as required by the Village.
3. Shall not make any improvements, additions, or repairs without prior written approval from the Village Manager, or his/her designee. Any repairs, modifications, etc. deemed necessary by the Village will be made by the Village.
4. Shall accept the Village owned appliances (please refer to Exhibit "A" Equipment List). Company shall make any repairs caused by Company's negligence at the Company's expense. Village owned equipment will remain the Village's equipment.
5. Additional equipment or replacement equipment desired by the Company shall be approved by the Village and will be purchased and installed at the Company's expense. If any public agency having jurisdiction over such matter requires safety or other improvements to any of the equipment used by the Company in their operations, the Company shall be required to provide these improvements at their expense. Any Village owned equipment removed by the Company shall be returned to the Village upon termination of the agreement. The Company shall remove any owned equipment installed and reinstall Village owned equipment that was removed.
6. Shall provide signage for menu and prices for concession stand. Signage must be approved by the Village prior to display.
7. Shall ensure concession is always staffed with sufficient qualified personnel to handle the patron demand efficiently.
8. Shall be available to manage and operate the concession stand for any program, activity and/or event as requested by the Village.
9. Pay to the Village a monthly **rental fee** due on the 1st of each month.
10. The Company must fully maintain the concession stand interior including all appliances in a clean and sanitary condition; and exterior counters and tables, including needed janitorial services and trash and garbage removal from dining area, tables, counters, floors, etc.; daily policing of the grounds near the concession to remove litter; and grease trap and lift station cleaning as may be required. Such maintenance shall be at the sole expense of the Company and will be subject to general inspection by the Village to ensure that the continuing quality of maintenance and appearance and physical condition of the concession is in par with maintenance, health, and safety standards. In the event that said premises shall not be kept by the Company, as herein required, the Village may enter the premise (without action causing or constituting a termination of the agreement or an interference with the

possession of the premise by the Company) and may cure the default of the Company. Should the Village consider such an action necessary, the Company agrees to reimburse the Village for all reasonable costs and expenses incurred by the Village in curing such default.

11. Taxes – the Company shall pay all taxes or special assessments, which may be levied or assessed upon the concession granted hereunder. The Company shall pay all taxes on its own personal property and premise described herein.
12. Signs – the Company shall provide their method of signage to the Parks and Recreation Director, or designee, and be approved by the Village Manager before any signage is granted. Permission will be needed as to abide by all Village, County and State laws, ordinances, rules, and regulations.
13. Permits and License – the Company shall obtain, at their own expense, all permits and licenses (such as Village Occupational License, County Occupational License and Department of Business Regulation Hotel and Restaurant License) which may be required by any governmental agency. The Company shall adhere to all the applicable laws and ordinances of the Village, Miami-Dade County, State of Florida, and Federal Government. The Village must be provided copies of all such documents prior to contract award.
14. Electrical Equipment – the Company shall provide the Village with a list of all electrical equipment to be utilized as part of its operation under the terms of this agreement for the concession stand.
15. Rules and Regulations – the Company shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the agreement, be promulgated by the Village Manager, or designee, or other lawful authority, for the care, operation, maintenance, and protection of the facility).
16. Advertising – all advertising of the concession by the Company is to be approved by the Village Manager or designee prior to production and distribution.

4.02.1 Menu

1. Company is only authorized for the term of this agreement, to sell foods, beverage and miscellaneous "snack bar" type items. All foods, drinks, beverages, confectionery, refreshments and the like sold or kept for sale, shall be of first quality, wholesome and pure and shall conform in all respects to the federal, state, municipal and other laws, ordinances, and regulations and shall be kept subject to the approval or rejection of the Village Manager or designee.
2. Company must also sell healthy choices for the health-conscious patron. Examples of healthy choices are: apples; health bars; turkey hotdogs; etc. Company shall always provide and maintain an inventory of name brand food and drink items to meet the patron demand. If Company fails to meet demand due to low inventory levels, the Village will set inventory levels. The Company shall maintain the highest available rating from the applicable Health Department Inspections.
3. Pricing of each menu item will remain firm and fixed for the duration of the agreement. Unless otherwise approved by the Village Manager.
4. Menu items and prices must be approved by the Village prior to sale. Agreed upon menu and prices must always remain posted in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names must remain constant (as submitted) unless

a request is made in writing with reasons for the request for a product change. The Park and Recreation Director will review the written request and respond within ten (10) days.

5. Only non-glass cups or bottles shall be used for the dispensing of soft drinks. No Styrofoam materials shall be used.
6. The Company must provide ice for ice packs as needed for program participant injuries or patrons with injury.
7. No Alcoholic Beverages will be allowed for sale.
8. No Tobacco Products will be allowed for sale.
9. No Shelled Peanuts will be allowed for sale.
10. No Gum will be allowed for sale.

4.03 The Villages' Responsibilities

The Village Shall:

1. The Village will pay all utilities, such as electrical, gas and phone (including hookups if required for new service as related fixtures and connections, however, the Village reserves the right to inspect the concession stand to ensure conservation of the resources is being practiced by the Company. Blatant disregard of conserving measures shall be noted, and the Company will be notified immediately in writing. Failure to correct the situation upon thirty (30) days written notice shall be reason to cancel this agreement.
2. The Village will provide a concessionary area, please refer to the Village's Equipment List. The Company shall make any repairs caused by Company's negligence at the Company expense. Village owned equipment will remain the Villages' equipment. Maintenance will include, repairs of leaks, malfunctioning of equipment, etc. The Village will determine if any repairs needed is caused by the Company's misuse of equipment or facility.
3. The Village Parks and Recreation Director or designee will perform periodic review of the Company's staffing levels to determine if the patron demand is being met efficiently and whether or not the Company is able to increase staff accordingly. If additional staff is needed, it will be at the sole expense of the Company.
4. The Company agrees to provide the same vending machines in place at time of the agreement is executed for offering to the park patrons
5. The Village shall have the right to inspect, as deemed necessary, any and/or all the Concessionaire's operations, including plants, warehouses and (when accompanied by the Concessionaire's representative) other sources, who prepare or supply food, milk, beverage or other items to ensure full compliance with health and sanitation standards. Based upon such inspections, the Village may reject any food, milk, beverage, or other items not conforming to health sanitation standards.
6. In the event a new Parkview Café operator is awarded the concession rights pursuant to this RFP, the Village will grant the Company six (6) months of waived rent payment for the Company to establish its operations and marketing.
7. Fire or Other Casualty – in the event that the concession stand is damaged or destroyed by fire or other casualty, said space shall be promptly repaired, rebuilt, or abandoned by the Village at its discretion. However, the Village shall not be obligated to repair or rebuild any

improvements made by the Company pursuant to this agreement – or repair or rebuild any fixture, equipment and other property installed by the Company pursuant to this agreement.

8. Disposition of Equipment – upon the termination of this agreement by lapse of time or otherwise (except for Company's default), the Company shall have the right (or obligation upon direction of the Village) to remove, without damage to Village property or premise, all equipment and personal property installed or located within the concession stand. However, this removal does not include pipes, conduit, wiring, refrigerator, ice machine and/or sinks. The Company shall have a reasonable time, not to exceed fifteen (15) days, to remove such personal property and shall within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property before such installations. The Village shall conclude that the Company has abandoned any such equipment and personal property which has not been removed within the said fifteen (15) days (unless the Village has granted an extension in writing for this purpose).
9. Right of Access – the Village hereby grants the Company the right of access and ingress to and egress from the premise by the Company and its employees, suppliers, servicemen, subleases, guests, patrons and invitees (provided, that such rights of access, ingress and egress are at all times, exercised in conformance with any and all regulations promulgated by the Village Manager or designee, or other lawful authority, for the care, operation, maintenance and protection of the facilities and the public – and applicable to all users of said facilities).
10. Closing of Concession Area – the Village maintains the right to close any part (or all) of the Facilities either permanently or temporarily. If the Facilities are thereafter re-opened, during the term of the agreement, the concessionaire shall commence servicing said facilities again, upon Village approval.
11. Non-exclusive Rights – it is expressly herein provided that the rights and privileges granted are non-exclusive, and nothing contained herein shall preclude the Village from entering other agreements with any other party or parties during the term of the agreement for the sale in any part of the facilities except the concession for the same or similar merchandise which the Company is permitted to sell hereunder:

    a. Non-Village Sponsored Events – a non-Village sponsor of a one-time special event with prior written approval from the Village Manager, or designee may be allowed to provide concession services for an event in conjunction with the Company.

    b. Village Sponsored Special Events - the Village reserves the right, with prior written approval from the Village Manager or designee, to allow the Company, under this agreement, to provide concession services at the Village's sponsored one-time special event if it is deemed in the best interest of the Village; however, the Village reserves the right to also assign other food and beverage vendors at their sole discretion.

4.04 Term of Agreement

If the Company is awarded, the term for the agreement shall be three (3) years, with an annual option-to-renew, at the discretion of the Village Manager, for a term not to exceed five (5) consecutive years.

4.05 Site or Location

The concession stand is conveniently located towards the ball fields passed the playground:

7895 SW 152nd Street
Palmetto Bay, Florida 33157

Park Schedule:

Monday through Friday	**Sunrise to Sunset**
Saturday	**Sunrise to Sunset**
Sunday	**Sunrise to Sunset**

Recreation Center:

Monday through Friday	**8:00 a.m. to 10:00 p.m.**
Saturday	**8:00 a.m. to 8:00 p.m.**
Sunday	**8:00 a.m. to 8:00 p.m.**

4.06 Background Screening

All personnel and ("Personnel") of the Company, working in the concession stand at CRP must be in compliance with Level II Background Screening and fingerprinting requirements as per, Exhibit "B" Ordinance 08-10 Form, including but not limited to Florida Statute 435.04 (pleased refer to attachment), Employment Screening, prior to the scheduled start of employment or volunteerism. A violation of this requirement shall constitute a substantial breach of the agreement.

4.07 Concession Employees

The Company shall be responsible for the appearance of all Personnel assigned to the concession stand (clean and appropriately always dressed). Personnel must wear visible identification or a uniform that identifies them as being employed by the Company while working.

All Personnel of the Company and any approved subcontractors shall be at all times the sole employees of the Company, under the Company's sole direction, and not an employee or agent of the Village. The Company shall supply competent and physically capable Personnel that are polite, friendly, honest, and courteous, the Village may require the Company to remove any Personnel it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

4.08 Proposal Sheet

RFP# 2026-12-009 CRP – Concession Stand Management and Operations

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project.

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

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

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

Juan Pena
Name

Signature

MGR
Title

4-15-26
Date

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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): Juan Peña

Title: MGR

Company: United Flavors Creamery LLC

Date: 4-15-26

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax

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): Juan Pena

Title: MGR

Company: United Flavors Creamery LLC

Date: 4-15-26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Juan Pena being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: United Flavors Creamery, 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

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

Signature of Official: _____

Name (typed): Juan Pena

Title: MGR

Company: United Flavors Creamery LLC

Date: 4-22-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of May, 2026, by Juan Pena. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

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 Juan Pena

For United Flavors Creamery

Whose business address is: 7895 SW 152st 33157 Palmetto Bay

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1176335

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): Juan Pena

Title: MGR

Company: United Flavors Creamery

Date: 4-22-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of ~~May~~ Apr, 2026, by Juan Pena.
He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
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: Juan Peña MGR
(print individual's name and title)

for: United Flavors Creamery LLC
(print name of entity submitting sworn statement)

whose business address is: 7895 SW 152 St 33157 Palmetto Bay FL

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1176335

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.

Signature of Official: _____

Name (typed): Juan Peña

Title: MGR

Company: United Flavors Creamery LLC

Date: 4-22-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of April, 2026, by Juan Pena. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Krystle Arguez
Comm.: HH 282587
Expires: June 29, 2026
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, Juan Pena 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:

87-117 6335
Federal Employer Identification Number (If none, Social Security Number)

United Flavors Creamery LLC
Name of Entity, Individual, Partners or Corporation

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

7895 SW 152 st 33157 Palmetto Bay FL
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
Juan Pena	9570 SW 35th St 33165	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): Juan Pena

Title: MGR

Company: United Flavors Creamery LLC

Date: 4-22-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of April, 2026, by Juan Pena. He/She was X personally known, _____ or produced _____ as a form of identification.

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We United Flavor Creamery Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2026-12-009, 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): Juan Pena

Title: MGR

Company: United Flavors Creamery

Date: 5-22-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of May Apr, 2026, by Juan Pena. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
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 United Flavors 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): MGR Juan Pena

Title: MGR

Company: United Flavors Creamery LLC

Date: 5-22-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of May, 2026, by Juan Pena. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

NO

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

Signature of Official: _____

Name (typed): Juan Perez

Title: MGR

Company: United Flavors Creamery

Date: 4-22-26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Juan Pena (the individual attesting below), being duly authorized byand on behalf of United Flavors Creamy (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 22 day of April, 2026

Signature of Affiant

Print or Type Name: Juan Pena

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of April, 2026, by Juan Pena He/She was X personally known, _____ or produced _____ as a form of identification.

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

Signed and sworn to (or affirmed) before me,
this the 22 day of APRIL, 2026.
My Commission Expires: 6/29/26

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: Juan Pena

Title: MGR

Signature:  Date: 4-22-26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: United Flavors LLC ("**Company**")

Vendor FEIN: 87-1176335

Address: 7895 SW 152 St

City: Palmetto Bay State: FL Zip: 33157

Phone number: 305 979 6793 Email Address: United Flaver Crecny LLC

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: Juan Pena

Title: MGR

Signature: [signature]

Date: 4-22-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 22 day of April, 2026, by Juan Pena. He/She was K personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: United Flavors Creamery LLC
Company

7895 SW 152th st Palmetto Bay FL 33157
Address

ATT: Juan Pena MGR
Name and Title

PROJECT DESCRIPTION: **CRP – Concession Stand Management and Operations**
RFP No. 2026-12-009 in accordance with Agreement Documents as prepared by the Village

One executed copy of your Agreement 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 Agreement Documents on the Commencement date. Said date shall begin the Agreement Time.

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

Sincerely,

Alessia Bencomo
Procurement Specialist

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Juan Pena MGR
(print individual's name and title)

For: United Flavors Creamery LLC
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 7895 SW 152 St
Palmetto Bay FL 33157

And its Federal Employer Identification Number (FEIN) is

87-1176335

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Juan Pena MGR, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

United Flavors Creamery LLC.
(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that United Flavors Creamy LLC has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Juan Pen (Print Name) _____ (Signature) 4-22-26 Date

Sworn to and subscribed before me this 22 day of April, 2026.

☑ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____.
Notary Public – State of Florida

Krystle Arguez
Comm.:HH 282587
Expires: June 29, 2026
Notary Public - State of Florida

My commission expires 6/29/26; _____.
(Print or stamped commissioned name of notary public.

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)
Juan Peña

Business name/disregarded entity name, if different from above
United Flavors Creamery LLC

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.)
7895 SW 152 St

Requester's name and address (optional)

City, state, and ZIP code
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
[redacted]

Employer identification number
87-1176335

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 ▶ 4-22-26

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.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

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

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(3) is a sexual offender or a sexual predator; or
(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, 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 sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest:
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

SECTION 9.0: Exhibits

Draft Master Agreement for: CRP – Concession Stand Management and Operations

MASTER AGREEMENT FOR THE _____

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 _____(the "Company"), a _____ corporation, located at _____ and whose Federal Employer Identification Number is _____ (the "Parties").

WHEREAS, the Village desires to employ the Company to provide _____; and

WHEREAS, the Village has solicited for these services via an advertised request for proposal ("_____") from the Company submitted a proposal thereto; and

WHEREAS, the Company has considerable _____; and

WHEREAS, the Company and the Village have agreed to enter into an agreement and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants, the Village and the Company hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Consultant

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Village's _____, to include all attachments and addenda, and (ii) the Company's responsive proposal thereto

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(collectively, (i) and (ii) are "_____"), both of which are incorporated into this Agreement by this reference, attached as composite Exhibit "A" and made a part of this Agreement.

Exhibit "A": _____

2.2 When the Village requires the Company to perform Services, the Village, by the Division Director, will issue a Work Authorization to the Company stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Company is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 Non-Exclusive Provider. The Company recognizes and acknowledges that the Village may employ several different consultants to perform the same or similar Services for the Village and that the Company has not been employed as the exclusive agent to perform any such Services.

2.5 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

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3.1.1 In consideration for its providing the Services, the Company shall pay the Village in accordance with the Price Proposal set forth in Exhibit "B" which is attached and made a part of this Agreement.

3.1.2 The Company shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

3.1.3 The Company will clearly state "Final Invoice" on the Company's final/last billing for the Services rendered to the Village. The Company's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Village. This account will be closed upon the Village's receipt of a Final Invoice. The Company waives any charges not properly included on its Final Invoice.

3.1.4 The Village's payment of the Final Invoice shall not constitute evidence of the Village's acceptance of the Company's performance of the Service or the Village's acceptance of any work.

3.1.5 By submitting an invoice, the Company's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Disputed Invoices

3.2.1 In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, 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 working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

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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 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. 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 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the

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Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. 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 27, below.

6.3 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.

6.4 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 No Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the 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 such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Company shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances.

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9.0 Professional Associates and Subconsultants

If the Company requires the assistance of any professional associates or subconsultants 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 subconsultant may perform any work for the Village. If after obtaining the Village's approval the Company utilizes any professional associates or subconsultants 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 subconsultants. The failure of a professional associate or subconsultants 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 shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Agreement 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 Agreement amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and

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amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any work commences. The Village shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed)

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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.

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.

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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 contract, 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;

(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:**

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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 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:

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22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Company acknowledges that during any fiscal year the Village shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Village may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Village may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Village agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Village's performance and obligation to pay the Company under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Company Representations

25.1 The Company hereby represents and warrants the following to the Village:

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25.1.1 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.

25.1.2 Company's performance under this Agreement will not violate or breach any contract or agreement to which the Company is a Party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 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.

25.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 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.

25.1.8 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.

25.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

26.0 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

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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.

27.0 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 CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which

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the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The 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, sub-Consultants, sub-Consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The Village shall have the right to reject the Company's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name:

Name:

Name:

32.0 No Construction Against Drafter

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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.

33.0 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 subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Company or subconsultant. 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 subconsultants to provide an affidavit attesting that the subconsultant 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 subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the 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 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.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.0 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 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.

37.0 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.

38.0 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.

39.0 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.

40.0 Entire Agreement

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

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

42.0 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 Agreement shall be construed liberally to achieve its intent.

43.0 Counterparts

This Agreement 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 Agreement.

DRAFT

44.0 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 Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency
For the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

Company Name: United Flavors Crew

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

Juan Pem
PRINT NAME

MGR
TITLE

Date: _____

SEAL

Exhibits to this Solicitation

Exhibit "A": Equipment List **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(Total of 2 .pdfs to download with solicitation)

AGENDA ITEM NO. 12.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF CBIZ CPAS P.C., PURSUANT TO RFP# 2026-06-008 TO PROVIDE THE VILLAGE WITH AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FROM OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2030, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS ($249,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Auditing Services.doc
Reso - Auditing Services.docx
Exhibit A - Recommendation - RFP# 2026-06-008.pdf
Exhibit B - Evaluation Matrix - RFP# 2026-06-008.pdf
Exhibit C - RFP# 2026-06-008 - VPB - Auditng Services.pdf
Exhibit D - Proposal - CBIZ.pdf

Exhibit E - Proposal - CFLG.pdf
Exhibit F - Proposal - GEMRT.pdf
Exhibit G - Proposal - MKA.pdf
Exhibit H - Proposal - CBIZ Cost.pdf
Exhibit I - Proposal - CFLG Cost.pdf
Exhibit J - Proposal - GEMRT Cost.pdf
Exhibit K - Proposal - MKA Cost.pdf

To: Honorable Mayor and Village Council

Date: June 11, 2026

From: Nick Marano, Village Manager

Re: VPB – Auditing Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF CBIZ CPAS P.C., PURSUANT TO RFP# 2026-06-008 TO PROVIDE THE VILLAGE WITH AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FROM OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2030, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS ($249,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village advertised on March 31st, 2026, for auditing services to cover October 1, 2026 through 2030. The Village received four (4) proposals all from prominent Public Accounting firms. These proposals were given to the Auditor Selection Committee which consist of three (3) members and the chair being Patrick Fiore, our Councilman. The Members that examined the proposals on qualifications are:

Carlos Perez – City of Homestead
Kay Grant – Town of Miami Lakes
Patrick Fiore (Chair)

After tallying, qualifications and price (procurement), the highest ranked was CBIZ CPAs P.C.

FISCAL IMPACT:

Funding on a yearly basis has been appropriated

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFP# 2026-06-008
D. Proposal – CBIZ CPAs P.C.
E. Proposal – Caballero Fierman Llerena & Garcia, LLP.
F. Proposal – Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co, LLP.

G. Proposal – Moss, Krusick & Associates, LLC.
H. Proposal – CBIZ CPAs P.C. Cost
I. Proposal – Caballero Fierman Llerena & Garcia, LLP. Cost
J. Proposal – Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co, LLP. Cost
K. Proposal – Moss, Krusick & Associates, LLC. Cost

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF CBIZ CPAS P.C., PURSUANT TO RFP# 2026-06-008 TO PROVIDE THE VILLAGE WITH AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FROM OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2030, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS ($249,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village of Palmetto Bay ("Village") published RFP# 2026-06-008 ("RFP") for the "VPB – Auditing Services" ("Services") on March 31, 2026; and

WHEREAS, the Village received a total of four (4) proposals on May 1, 2026; and

WHEREAS, the Village wishes to proceed with the selection of CBIZ CPAs P.C. ("Consultant") as the highest-scoring responsive and responsible Proposer, as determined by the Auditor Selection Committee, to complete the scope of work set forth in the RFP; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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 the Consultant to complete the Services pursuant to the RFP is hereby approved.

Section 3. The Village Manager is authorized to initiate an agreement for the accounting period October 1, 2026, through

September 30, 2030, in an amount not to exceed two hundred forty-nine thousand dollars and zero cents ($249,000.00).

Section 4. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Services.

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

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

1 Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 06/02/2026

RFP#: 2026-06-008	**Item/Service:** VPB – Auditing Services

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of four (4) proposals received, CBIZ CPAs P.C., Caballero Fierman Llerena & Garcia, LLP, Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co, LLP., and Moss, Krusick & Associates, LLC.

II. Recommendation:

a. Which bid is being recommended? **CBIZ CPAs P.C.**

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 ____ No ____ (Not Applicable)

(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 July 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

6/8/2026

Nick Marano, Village Manager

RFP# 2026-06-008 - VPB - Auditing Services					
		CBIZ			
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1	30	P. Fiore	K. Grant	C. Perez	
		28	29	28	
Evaluation Criteria No. 2	30	P. Fiore	K. Grant	C. Perez	
		28	30	26.5	
Evaluation Criteria No. 3	30	P. Fiore	K. Grant	C. Perez	
		28	30	26	
Evaluation Criteria No. 4	10	(Provided by Procurement)			
TOTAL	100	84	89	80.5	
RFP# 2026-06-008 - VPB - Auditing Services					
		CFLG			
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1	30	P. Fiore	K. Grant	C. Perez	
		25	28	26	
Evaluation Criteria No. 2	30	P. Fiore	K. Grant	C. Perez	
		25	29	28	
Evaluation Criteria No. 3	30	P. Fiore	K. Grant	C. Perez	
		25	29	27	
Evaluation Criteria No. 4	10	(Provided by Procurement)			
TOTAL	100	75	86	81	
RFP# 2026-06-008 - VPB - Auditing Services					
		GEMRT			
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1	30	P. Fiore	K. Grant	C. Perez	
		26	28	26	
Evaluation Criteria No. 2	30	P. Fiore	K. Grant	C. Perez	
		26	28	28	
Evaluation Criteria No. 3	30	P. Fiore	K. Grant	C. Perez	
		26	30	28	
Evaluation Criteria No. 4	10	(Provided by Procurement)			
TOTAL	100	78	86	82	
RFP# 2026-06-008 - VPB - Auditing Services					
		MKA			
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1	30	P. Fiore	K. Grant	C. Perez	
		0	5	15	
Evaluation Criteria No. 2	30	P. Fiore	K. Grant	C. Perez	
		0	5	19	
Evaluation Criteria No. 3	30	P. Fiore	K. Grant	C. Perez	
		0	5	13	
Evaluation Criteria No. 4	10	(Provided by Procurement)			
TOTAL	100		15	47	

VILLAGE OF PALMETTO BAY				
AUDITOR SELECTION				
QUALIFICATION SCORES				
	P. Fiore	K. Grant	C. Perez	Qualification Average Scores
CBIZ	84	89	80.5	84.50
CFLG	75	86	81	80.67
GEMRT	78	86	82	82.00
MKA	0	15	47	20.67

VILLAGE OF PALMETTO BAY						
AUDITOR SELECTION						
TOTAL SCORES						
	P. Fiore	K. Grant	C. Perez	Qualification Average Scores	Price	Total Score
CBIZ	84	89	80.5	84.50	9.46	93.96
CFLG	75	86	81	80.67	8.79	89.46
GEMRT	78	86	82	82.00	10	92.00
MKA	0	15	47	20.67	9.06	29.73

	Price Quote	Lowest Price	Percentage Allocation	Points Allowed	Allocation of Points
CBIZ	249,000	235,500	94.58%	10	9.46
CFLG	267,800	235,500	87.94%	10	8.79
GEMRT	235,500	235,500	100.00%	10	10.00
MKA	260,000	235,500	90.58%	10	9.06

RFP# 2026-06-008 - VPB - Auditing Services						
		CBIZ	CFLG	GEMRT	MKA	
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1: Experience	30	28	25	26		*MKA did not reference experience with local municipalities. Minimum requirement of five (5) years of experience.
Evaluation Criteria No. 2: Key Personnel Engagement	30	28	25	26		
Evaluation Criteria No. 3: Approach	30	28	25	26		
	SUBTOTAL					
Evaluation Criteria No. 4:	10 (Provided by Procurement)					
	TOTAL					
Reviewer Signature: Patrick M. Flore						
Date: 06 01 2026						

RFP# 2026-06-008 - VPB - Auditing Services						
		CBIZ	CFLG	GEMRT	MKA	
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1:	30	28	26	26	15	*MKA did not reference experience with local municipalities. Minimum requirement of five (5) years of experience.
Evaluation Criteria No. 2:	30	26.5	28	28	19	
Evaluation Criteria No. 3:	30	26	27	28	13	
	SUBTOTAL	80.5	81	82	47	
Evaluation Criteria No. 4:	10 (Provided by Procurement)					
	TOTAL	80.5	81	82	47	
Reviewer Signature:						
Date: 6-1-26						

RFP# 2026-06-008 - VPB - Auditing Services						
		CBIZ	CFLG	GEMRT	MKA	
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1:	30	29	28	28	5	*MKA did not reference experience with local municipalities. Minimum requirement of five (5) years of experience.
Evaluation Criteria No. 2:	30	30	29	28	5	
Evaluation Criteria No. 3:	30	30	29	30	5	
	SUBTOTAL					
Evaluation Criteria No. 4:	10 (Provided by Procurement)					
	TOTAL					
Reviewer Signature:						
Date: June 1, 2026						

REQUEST FOR PROPOSAL

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

TITLE:

VPB – Auditing Services

RFP NO.:

2026-06-008

DUE DATE:

Friday, May 1st, 2026 on or before 11:00 a.m. EST
(Municipal Building)

ISSUED: Tuesday, March 31st, 2026

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

REQUEST FOR PROPOSAL (RFP)
VPB – Auditing Services
No. 2026-06-008

The Village of Palmetto Bay is currently soliciting proposals from qualified Public Accounting firms, whose principal officers are independent certified public accountants and have experience with governmental accounting. These services are to be provided with certain performance measures defined by this RFP. The Village will **receive sealed proposals no later than 11:00 a.m.** on or before **Friday, May 1st, 2026** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals 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 documents and submit one (1) original, one (1) copy, and a flash drive containing a copy of the entire original submission in one (1) sealed package titled **"RFP# 2026-06-008 VPB – Auditing Services**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

The proposal documents may be obtained on or after **Tuesday, March 31st, 2026**. All documents 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.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

VPB – Auditing Services (the "Project")

The Village is seeking proposals from qualified firms of Independent Certified Public Accountants to audit the Village's financial statements, for a period of five (5) fiscal years beginning with the fiscal year ending September 30th, 2026. The Village expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this RFP will be awarded to the successful Proposer.

The auditor's principal contact with the Village will be the Finance Director, or a designated representative, who will coordinate the assistance to be provided by the Village to the Auditor.

The Village serves an area of eight (8) square miles with an estimated population of twenty-four thousand three hundred forty-one (24,341). The Village was incorporated in 2002 and operates under a Village Manager form of government, with the Village Manager being appointed by a five (5) member council. The Village's fiscal year begins on October 1st and ends on September 30th. The Village provides general government services, building and permitting, parks and recreation, public works, and community development. Police services are contracted with Miami-Dade County. Water, sewer, and solid waste services are provided by the County. The current fiscal year budget is $35 million as adopted in accordance with state law.

The Village has an ERP system that encompasses the financial functions through Tyler Technologies Enterprise ERP. Cash receipts are recorded using Tyler Cashiering which interfaces with Tyler Technologies Enterprise ERP. Payroll and permitting are recorded on Tyler EDEN but the HR Department and Building Department will transition to new platforms in the future (Paycom and CivicGov).

More detailed information on the government and its finances can be found on the Village's website at Palmetto Bay, FL | Official Website. The Village's Annual Comprehensive Financial Reports (ACFR), and Annual Budgets can be found at Annual Budgets & Financial Reports | Palmetto Bay, FL.

The Finance Department is headed by Desmond Chin, Finance Director, and consists of five (5) full-time employees in total.

TERMS OF AGREEMENT AND OPTIONS TO RENEW

The initial agreement term shall prevail for a three (3) year period from the agreement's initial effective date through the completion of the audit of September 30th, 2028. The Village will have the option to extend the agreement for two (2) additional one (1) year terms under the same terms of the original agreement.

Continuation of the agreement beyond the initial period, and any option subsequently exercised, is a Village prerogative, and not a right of the selected Proposer. This prerogative will be exercised only when such continuation is in the best interest of the Village as determined by the Village at the Village's sole discretion.

Should the selected Proposer decline the Village's right to exercise the option period, the Village may consider the selected Proposer in default which decision may affect that Proposer's eligibility for future contracts with the Village.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP 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 proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

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 Proposer 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 proposal documents.

Inquiries must be received by Tuesday, April 21st, 2026, no later than 3:00 p.m. The Addendum will be posted by Wednesday, April 22nd, 2026, no later than 3:00 p.m. on Demand Star.

3.04 Addenda to RFP

The Village may modify or clarify the RFP, 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 RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers 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 proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any

changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer 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 proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFP 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, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- 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 RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

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 proposal 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 Proposer and the Procurement

Specialist regarding this proposal 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 Proposer prior to the execution of an agreement, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 7.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. 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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

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, Oldwick, 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 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) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer 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 Agreement, 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 Proposer 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 Agreement 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 Agreement. **ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.**

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Finance Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications
Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.17 Submittal of One Proposal Only
No individual or business entity shall be allowed to make more than one proposal, or to be interested in more than one proposal.

3.18 Company Responsibilities
The Company shall not look at the Village of Palmetto Bay or any Village owned properties to pay for damages to the Company's personal property, the Company's employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 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 proposal. 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds
The Village reserves the right to terminate in whole or in part the Agreement in the event that sufficient funds to complete the Agreement are not appropriated by the Village.

3.21 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.

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

3.23 Liquidated Damages
The Proposer and the Village recognize that time is of the essence of this Agreement 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 Agreement. The Proposer also recognize the expense and difficulties

involved in a legal or arbitration proceeding. The Proposer 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 Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($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 Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.

3.24 Litigation

Proposers 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 Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If the Proposer 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 proposal. Following the award of the agreement, no additional subcontracting 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 Proposer shall submit with the proposal 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 Proposal Form. The Proposer 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 Agreement 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 Proposal 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 proposal, 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 Proposer to submit an acceptable substitute without an increase in the proposal price. If the apparent successful Proposer declines to make any such substitution, the Agreement shall not be awarded to such Proposer and the Bid Guaranty of that Proposer 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 proposal being deemed non-responsive.

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

3.26 Indemnification

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

3.27 Protests, Appeals and Disputes

The procedures and requirements for proposal 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 Agreement.

3.29 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into an Agreement unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Agreement with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer 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.

3.30 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 Agreement, the Village 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.

SECTION 4.0: Scope of Services

4.01 Scope of Work

The Village is soliciting proposals from qualified certified Public Accounting firms who specializes in government to perform annual examinations of the basic financial statements of the Village, for the five (5) fiscal years ending September 30th, 2026; September 30th, 2027; September 30th, 2028; September 30th, 2029; and September 30th, 2030.

The auditor will prepare basic financial statements and issue an auditor's opinion and conduct an audit of the Village's basic financial statements in accordance with Generally Accepted Auditing Standards (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Controller General of the United States.

In the Village's ACFR, the Palmetto Bay Foundation has been presented as blended component unit of the Village. The Foundation was dissolved in 2026.

The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) 2 CFR 200, Uniform Guidance; other applicable Federal laws; and the Florida Single Audit Act. The Village anticipates that a single audit may be required each year covered by this agreement.

GENERAL TASKS AND DELIVERABLES

The following general tasks and deliverables are required of the selected Proposer:

A. The selected Proposer, as auditor, shall perform an annual examination of the basic financial statements of the Village for the purpose of expressing an unqualified opinion on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles. The auditor will perform the audit of the Village's financial statements in accordance with generally accepted auditing standards, and accordingly will include such tests, as considered necessary, in the circumstances.

B. The auditor shall perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

C. The auditor shall evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.

D. The auditor shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.

E. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combined and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

F. The auditor is not required to audit the statistical section of the report; however, the auditor is responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

G. The scope of the audit shall include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.

H. The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Uniform Guidance; other applicable Federal laws; and the Florida Single Audit Act. The Village anticipates that a single audit may be required each year covered by this agreement.

I. The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.

J. The audit shall include a review of the financial report provided to the Florida Department of Financial Services to assure consistency with the Annual Comprehensive Financial Report.

A. <u>Auditing Standards to be Followed</u>

These Audits are to be performed in accordance with the following:

a. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants.

b. The Standards set forth for financial audits under Government Auditing Standards; issued by the Comptroller General of the United States.

c. Federal Single Audit Act, as amended.

d. The provisions of the Florida Single Audit Act, F.S. 215.97 and F.S. 218.39 as well as the following additional requirements.

e. Florida Statutes Audits of State and Local Governmental Units (Revised) – AICPA Audit and Accounting Guide.

f. Section 218.39 and 11.45, Florida Statutes.

g. State of Florida Department of Banking and Finance Regulations.

h. Rules of Uniform Guidance, Performance Management and/ or Grant Agreements.

i. Bonded Debt Covenants

j. Rules of the Florida Department of Financial Services; and

k. Rules adopted by the state of Florida Auditors General for form and content of government unit audits.

l. Any other applicable Federal, State, and local laws or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed for the Village in future years.

B. Reports to be Issued

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following reports with regard to the basic financial statements of the Village:

a. A report on the basic financial statements. This report must include, at a minimum:

i. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles.

ii. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons, therefore.

iii. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.

iv. A report on compliance and internal control over financial reporting.

v. A report on compliance and internal control over compliance applicable to each major federal program and state project.

vi. A management letter as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.

vii. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:

1. An "in-relation-to" report on the Schedule of Expenditures of Federal Awards and State Financial Assistance; and
2. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls, and compliance.

C. Irregularities and Illegal Acts

The auditor shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, Village Manager, Finance Director and the Village Council as appropriate.

Non-reportable conditions discovered by the auditor shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

D. Working Paper Retention and Access to Working Papers

The work papers are the property of the auditor and shall be held locally for a period of five (5) years. Work papers shall be available for examination or duplication, without charge, to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village in accordance with Federal Law, State Law and other regulations. Working papers shall also be made available for examination, at no charge, or duplication at a reasonable charge, to subsequent auditors engaged by the Village. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance at the auditor's expense.

The auditors shall notify the Village immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Village or any other government client audited by the audit firm.

4.02 Assistance to be Provided to the Auditor and Report Preparation

The Finance Department staff, and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Village. Finance Department staff will provide all data as requested, but the audit firm is responsible to format the data to accommodate their required schedules and work papers.

The Village will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided access to telephone lines, photocopying facilities, facsimile machines, and internet if on-site for the audit staff. The auditors will provide their own laptop computers and necessary peripheral devices.

Any cost or charge incurred not associated with the engagement will be paid by the Auditor.

Auditor shall prepare all individual, combining and entity wide Financial Statements, and issue the Independent Auditor's Report. The Village will provide the front cover/photo, transmittal letter, management's discussion and analysis, statistical tables and review the update to the notes to the financial statements. Preparation and color printing (up to twenty (20) copies) of the ACFR shall be the responsibility of the auditor. The auditor shall provide printed and bonded colored copies, laminated front and back cover and PDF formatted electronic copy of the ACFR The Village reserves the option to print financial Statements. The Village will provide the trial balances for each individual fund and component unit.

The auditor shall provide support to the Village for the application of any new GASB statements applicable for the fiscal year under the audit.

4.03 Eligibility & Minimum Requirements

To be eligible to respond to this RFP and be considered for award, the Proposer must demonstrate to the satisfaction of the Village that it and the principals assigned to the project have successfully provided services, similar in scope and complexity, as an independent external financial auditor to a local municipality.

Proposers must meet the following minimum qualifications. Failure to meet the minimum qualifications may result in rejection of the proposal. Proposers shall submit written documentation such as letters of references and a list of clients who are governmental agencies, as evidence that they meet the requirements stated below. Letters of references shall not be older than one (1) year.

A. Proposers shall certify that they are qualified and licensed to provide auditing services and practice in the State of Florida.

B. Proposers shall have at least five (5) years' experience in satisfactorily providing the proposed services to local municipalities.

C. The principals of the Proposer firm shall have performed continuous certified public accounting (CPA) services for a minimum of five (5) years.

D. The Proposer shall be a member of the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Government Finance Officers Association & Florida Government Finance Officers Association.

E. The assigned professional personnel of the Proposer shall have received adequate continuing

professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.

F. The Proposer is independent of the Village, as defined by generally accepted auditing standards and Government Auditing Standards.

G. The Proposer shall submit a copy of the two (2) most recent external quality control review reports and letters of comment, along with a statement indicating whether the reviews included a review of specific governmental engagements.

H. The manager and senior auditor shall have experience auditing three (3) or more similar governments, specifically as to size and services provided, where all applicable Governmental Accounting Standards Board Statements have been implemented.

I. The manager and senior auditor shall have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of OMB Uniform Guidance, Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida.

J. The Proposer **must** have a physical local office presence, with the expectation that the lead auditor will be operating out of the local office location for the duration of the audit.

For the purpose of this RFP, "local office" is defined as a fixed office location, staffed with verifiable, on-site full-time employees and operating within a permanent structure with a verifiable street address that is located within the corporate limits of Miami-Dade or Broward County. The local office must have been in operation for a minimum of twelve (12) months immediately preceding the due date for proposal submission for this RFP. A post office box shall not be sufficient to constitute a local office.

K. The Proposer must be the sole provider of the proposed independent audit services. A joint venture or consortium to perform these services is prohibited and the proposal may be deemed unresponsive and not considered. The Village desires a firm that can perform all requested services without outsourcing certain audit services.

4.04 Audit Time Schedule

The Village will have all records and trial balance ready for audit as well as all management personnel available no later than February 1st following the year end (Interim fieldwork can be arranged in the months prior, if necessary). The auditor will complete the fieldwork by the subsequent February 28th. A draft of the ACFR shall be available for review by the first week of March. The auditor shall have drafts of the audit report and recommendations to management for review by the Finance Director by the end of second week in March. The ACFR and audit report shall be issued and available for distribution as of the last day in March. Shortly thereafter the Partner on the engagement shall be asked to visit a Council Meeting and make a presentation of the Financial

Statements as needed.

The Village reserves the right to adjust the above timeline and file for an extension of its ACFR submission beyond the March 31st deadline.

4.05 Additional Services

The Village may issue one (1) or more official statements for the sale of bonds during the term of the agreement. The official statement will contain the basic financial statements or an extraction from the ACFR. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Village shall be included in the base fee submitted by the Proposer.

4.06 Other Requirements

A. The auditor shall notify the Village immediately should any disciplinary actions be taken, or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall make an immediate written report of all irregularities and illegal acts.

B. The auditor must designate two (2) "key members" of the audit team. The Village shall reserve the right to approve any substitutions or changes in those staff designated as "key".

C. The auditor shall provide the Village with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Village.

D. The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the ACFR.

E. The Village will send its ACFR to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. As part of the audit fee proposal, it is expected that the auditor will be required to provide any special assistance deemed necessary to the Village in order to meet the requirements of that program.

F. As part of the audit fee proposal, Village staff expects the assistance and guidance of the auditor with the implementation of any new GASB Standards or other accounting issues.

G. The successful Proposer selected will make "good faith effort" that any employee that works on the Village audit will be returned each year to the Village audit if they are employed by the Firm in their Municipal Audit Section of the Firm.

Section 5.0: Evaluation and Content of Proposals

REVIEW OF PROPOSALS:

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals must be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name.

Cover and Dividers

Cover must be clearly marked with the RFP number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections listed below should be included.

Cover Letter / Letter of Introduction

The cover letter/executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources. Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. It should include the firm address, telephone number, name of contact person, and date of the proposal. The Letter of Intent must include "Proposal to Village of Palmetto Bay RFP# 2026-06-008 VPB – Auditing Services" in the subject line.

TAB 1 – Title Page

Show the name of Proposer's agency or firm, address, telephone number, name of contact person, date, and the subject: RFP# 2026-06-008 VPB - Auditing Services for the Village of Palmetto Bay from FY 2026-2030.

TAB 2 – Table of Contents

Include a clear identification of the material by section and by page number.

TAB 3 – General Information

A. Name of business

B. Mailing address / website address / phone number.

C. Names of persons to be contacted for information or services if different from name of person in charge.

D. Business hours.

E. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

F. Give the date business was organized and/or incorporated, and where.

G. Give the location of the office from which the work is to be done and the number of professional staff employees at the office.

H. Description and history of the make-up and composition of the firm.

I. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.

J. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

K. Size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed.

L. Affirmative statement that it is independent of the Village of Palmetto Bay as defined by [generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards].

TAB 4 – Firm Qualification & References (30 POINTS)

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; workload; record of meeting schedules on similar projects; and supportive client references.

Proposer should:

A. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees, the size of the firm's governmental audit staff, organizational structure, and philosophy.

B. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

   a. The firm is also required to submit copies of the two (2) most recent external quality control review reports and letters of comment along with a statement indicating whether the reviews included a review of specific governmental engagements.

   b. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the state or federal regulatory bodies or professional organizations.

   c. List any subcontractors that may be used to accomplish the work (include names, certifications, contact information and services the subcontractors will provide to the Village).

   d. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by State regulatory bodies or professional organizations during the past three (3) years.

   e. The Proposer shall describe any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.

C. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.

   a. For the firm's office that will be assigned responsibility for the audit, list the most significant audit engagement (maximum of five (5)) performed in the last five (5) years that are similar to the engagement described in this RFP.

   b. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

   c. Identify all current government clients and their fiscal year end date. Provide the number of funds maintained by and the total revenues of the clients for the most recent fiscal year audit.

   d. The firm should list separately all other engagements within the last five (5) years, ranked on the basis of total staff hours, for the Village by type of engagement (i.e. audit management advisory services, other). For each engagement, the firm should indicate

the scope of work, date, engagement partners, total hours, the location of the firms office from which the engagement was performed, and the name and telephone number of the principal client contact. Include examples of experience in the following areas: New Market Tax Credits and Opportunity Zones.

e. The proposal should include sample formats for required reports.

f. Description of Proposer's experience in preparing governmental financial statements, and in providing assistance in obtaining the Certificate of Achievement for Excellence in Financial Reporting. The Village has received the Certificate of Achievement for the last twenty-one (21) consecutive years (2003-2024) and will prepare a ACFR for each year of the agreement.

D. Identify subcontractors by company, name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.

E. Provide a minimum of four (4) Florida municipal references for which the firm has performed similar work, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the Village or Village employees as references. Please note that one (1) copy of a ACFR from one (1) of the references must be submitted. This copy may be submitted as a link to an external website.

F. The firm should clearly indicate its available governmental expertise at the local office level. Describe the range of activities performed by the local office such as audit, accounting, tax service, or management services. Describe the local office's management and/or computer assistance capability including the numbers and classifications of personnel skilled in on-line computer auditing.

G. The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, such promotional material shall not be considered the proposal in and of itself. All promotional materials will be considered supplemental information.

TAB 5 - Qualifications of Key Personnel Assigned to Engagement (30 POINTS)

This section of the proposal should identify key personnel assigned to the Scope of Work. List those persons who will have management position working with the Village if you are awarded the agreement. Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff. Lead Auditor must have three (3) of more years of experience.

Proposer should:

A. Provide education, experience, and applicable professional credentials of project staff.

B. Resumes of partners, managers and other supervisory staff assigned to this audit, which shall include the following information:

   a. Formal education - supplemental education relative to governmental accounting and auditing.

   b. Experience in public accounting in general.

   c. Experience in private business or government.

   d. Experience in auditing governmental units.

   e. Membership in various national and state governmental accounting boards, Committees, or associations (past and present); and

   f. Professional recognition, such as CPA licenses, Awards, etc.

   g. A statement setting forth the Proposer's understanding of the work to be done and a positive commitment to meet or exceed specifications stated in this solicitation, and a positive commitment to perform the work within the period specified.

C. Total staff available for this audit and the anticipated percent of audit work to be performed by various levels of staff.

D. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.

E. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Village.

F. Copy of CPA license for all individual CPAs assigned to the audit and for the firm in the State of Florida.

G. Documentation from Florida's Board of Accountant that the licenses described above are indeed active and in good standing.

H. Positive affirmation that all CPAs assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.

I. Positive affirmation that all CPAs assigned to the engagement have attended "Ethics for Governmental CPAs in Florida".

TAB 6 – Audit Approach (30 POINTS)

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of Village's needs and requirements.

Proposer should:

A. Describe the approach to completing the tasks specified in the Scope of Services. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 4.0 of this RFP. In developing the work plan, reference should be made to such sources of information as the Village's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

   a. Proposed segmentation of the engagement.

   b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

   c. Type and extent of analytical procedures to be used in the engagement.

   d. Approach to be taken to gain and document an understanding of the Village's internal control structure.

   e. Approach to be taken in determining laws and regulations that will be subject to audit test work.

   f. Approach to be taken in drawing audit samples for purpose of tests of compliance.

B. The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Village.

C. Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

D. Include a statement indicating ability to begin work with minimum notice.

E. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

TAB 7 – Required Proposal Submittal Forms

A. Drug-Free Workplace Certification
B. Sub-Company/Company List
C. References
D. Acknowledgment, Warranty, Certification and Acceptance
E. Non-Collusive Affidavit
F. Sworn Statement on Public Entity Crimes
G. Disability Nondiscrimination Statement
H. Business Entity Affidavit
I. Ownership Disclosure Affidavit
J. Conformance with OSHA Standards
K. Anti-Kickback Affidavit
L. Statement of Company Past Contract Disqualifications
M. E-Verify Affidavit
N. Foreign Country of Concern Attestation
O. Affidavit Attesting to Noncoercive Conduct for Labor or Services

TAB 8 – Cost of Services (10 POINTS)

A. State the prices, fees, and rates that will be charged to the Village for providing the services. The pricing information should be clear and unambiguous to allow the Village the ability to correctly identify the costs associated with doing business with the Proposer. Include in the pricing information clearly defined discounts, setup fees, price adjustments or escalations, special charges, etc.

B. One (1) copy shall be submitted in a **separate sealed envelope** clearly marked as follows:

Proposed Price Envelope

Price proposals must be submitted separate from technical proposals. No reference shall be made to pricing in the statement of qualifications. Failure to adhere to this requirement will result in disqualification.

Evaluation of cost proposal points: The cost proposal points shall be developed in accordance with the following formula: (Lowest Cost/Proposal Cost) X 10 = Points Assigned)

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	$100,000.00	$100,000.00	100.0%	10	10
Company #2	$108,000.00	$100,000.00	92.6%	10	9
Company #3	$120,000.00	$100,000.00	83.3%	10	8

Format for Schedule of Fees

Provide pricing information in the format shown below, for each year of the agreement. Include staff hourly rates to be used for any additional work which may be requested by the Village which is outside the scope of this agreement.

ATTACHMENT "A" FEE PROPOSAL

Schedule of Professional Fees and Expenses

For the Audit of September 30th, 2026 - 2030

Financial Statements of Village of Palmetto Bay

	2026 Proposed:		2027 Proposed:		2028 Proposed:		2029 Proposed:		2030 Proposed:	
	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.
Partners		$		$		$		$		$
Managers		$		$		$		$		$
Supervisory Staff		$		$		$		$		$
Staff		$		$		$		$		$
Other (Specify)		$		$		$		$		$
Other (Specify)		$		$		$		$		$
TOTAL:	**$**_____		**$**_____		**$**_____		**$**_____		**$**_____	
Grand Total Price for Audit Services *	**$**_____									

OPTIONAL AND AS NEEDED SERVICES:

Part 2

Schedule of Professional Fees and Expenses

For the Audit of the 2026 – 2030 Financial Statements: Special Considerations and Services

The Village does not guarantee that these services will be necessary, however pricing as part of the submittal is required. These costs will not be used for evaluative purposes.

Nature of Services to be Provided	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030
Florida Single Audit					
Federal Single Audit					
TOTAL	$	$	$	$	$
Grand Total Price for					

Proposers are requested to provide a cost for optional items below; however, these costs will not be used for evaluative purposes.

OPTIONAL PRICING		
Hourly Rate (for additional services as needed)	$	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be preformed within the fees proposed.	
Signature:	
Title:	
Date Signed:	
Printed Name:	
Firm or Company:	
Email:	

EVALUATION OF PROPOSALS:

Each proposal received will be scored on the basis of the information provided and its clarity and applicability to the Village's criteria. The Village reserves the right to investigate the qualifications and experience of each firm. Proposals not sufficiently detailed or in an unacceptable form may be rejected by the Village.

A. The Evaluation Committee will conduct a detailed review and rank each proposal in accordance with the RFP. A score and ranking from this process will be determined and only the top three (3) ranked Proposers will continue to the next step.

B. The top three (3) Proposers may be notified for an interview appointment as determined by the Committee.

C. The Evaluation Committee may conduct interviews and re-rank each Proposer in accordance with the RFP. The Proposer with the highest final RFP composite score will be considered the winner and the tentative selectee for award of the Professional Services Agreement under this RFP proceeding.

TECHNICAL CRITERIA	**POINTS**
Firm's qualifications	30
Qualifications of key personnel assigned to the engagement	30
Proposer's audit approach	30
Proposed cost of services	10
Total Points	**100**

D. For a proposal to be eligible, the format set forth in this RFP must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. The Village is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Village reserves the right to request clarification of any information submitted by Proposers.

E. It is not required that the successful Proposer has previous experience with the Village.

F. The Village reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, to accept or reject any item or combinations of items, to request clarification of any information submitted by Proposers and to make awards in the best interest of the Village. The award will be to the Proposer whose proposal complies with all requirements set forth in this RFP, and whose proposal, in the opinion of the Village, is the best proposal taking into consideration all aspects of the Proposer's response, including the total net cost to the Village.

G. Oral Presentations and Interviews - Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Selection Committee may choose to conduct oral presentations and interviews with the top three (3) Proposers that the Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentations and interviews, the Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents, combined with the oral presentations and interviews. In such circumstances, the initial rankings of the Proposers shall be considered preliminary rankings until after the oral presentations and interviews are completed.

MANDATORY FORMS:

Included within this RFP are "Mandatory Forms" that must be completed and included with each proposal.

SUBMISSION OF PROPOSALS:

Proposals must be typed or printed in ink use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed.

Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addendums. The address and telephone number for communications regarding the proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Proposals shall be submitted at or before the time and at the place indicated in this RFP and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "RFP# 2026-06-008 VPB - Auditing Services". Submission shall include an original proposal, one (1) copy and one (1) flash drive with the complete proposal.

The package with the proposals inside should be sent to:

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

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

All Proposers are reminded that it is the sole responsibility of the firm to ensure that their proposal is time stamped at Village Hall no later than **11:00 a.m. EST on May 1st, 2026.** The Village's time/date stamp will be considered as the official time. Failure of the firm to submit their proposal and ensure that their proposal is time-stamped prior to the time stated above shall render the firm non-responsive and the proposal shall not be considered for award.

PREPARATION OF PROPOSALS:

Tab 1 - Title Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: **RFP# 2026-06-008 VPB - Auditing Services**

Tab 2 - Table of Contents - Include a clear identification of the material by section and by page number.

Tab 3 - General Information

Tab 4 - Firm's Qualifications & References

Tab 5 - Qualification of Key Personnel Assigned to Engagement

Tab 6 - Audit Approach

Tab 7 - Mandatory Forms to include Addendum Acknowledgement Form(s)

Tab 8 - Cost of Services

SECTION 6.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Tuesday, March 31st, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Last day to Submit Questions	Tuesday, April 21st, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Wednesday, April 22nd, 2026	Posted on DemandStar	3:00 p.m.
Proposal Submission Date	Friday, May 1st, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement
The Proposer to whom award is made shall execute a written Agreement with the Village after notice of award. The Agreement shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The Proposer 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 Agreement award as a precondition to the Agreement execution.

D. Business License & Tax
The Proposer must have a valid Florida issued business license and tax certificate before execution of the Agreement.

E. Failure to Accept Contract
The following will occur if the Proposer to whom the award is made fails to enter into the Agreement: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer 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. Commencement

The Agreement term commences after the Agreement has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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: _____

SUB-COMPANY/COMPANY LIST

The Company shall list all proposed Sub-Company/Company to be used on this project if they are awarded the Agreement.

Classification of Work	Sub-Company/Company Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____
_____
_____

Initial Value of Contract: _____ Final Value of Contract: _____
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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By _____

For _____

Whose business address is: _____

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

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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 _____, RFP# 2026-06-008, 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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

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 Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF 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)

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 8.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **VPB – Auditing Services**
RFP No. 2026-06-008 in accordance with Agreement Documents as prepared by the Village

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

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

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

Sincerely,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **VPB – Auditing Services**
RFP No. 2026-06-008 in accordance with Agreement Documents as prepared by the Village

One executed copy of your Agreement 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 Agreement Documents on the Commencement date. Said date shall begin the Agreement Time.

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

Sincerely,

Alessia Bencomo
Procurement Specialist

SECTION 9.0: Exhibits

Draft Master Agreement for: VPB – Auditing Services

MASTER AGREEMENT FOR THE _____

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 _____(the "Company"), a _____ corporation, located at _____ and whose Federal Employer Identification Number is _____ (the "Parties").

WHEREAS, the Village desires to employ the Company to provide _____; and

WHEREAS, the Village has solicited for these services via an advertised request for proposal ("_____") from the Company submitted a proposal thereto; and

WHEREAS, the Company has considerable _____; and

WHEREAS, the Company and the Village have agreed to enter into an agreement and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants, the Village and the Company hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Consultant

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Village's _____, to include all attachments and addenda, and (ii) the Company's responsive proposal thereto

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(collectively, (i) and (ii) are "_____"), both of which are incorporated into this Agreement by this reference, attached as composite Exhibit "A" and made a part of this Agreement.

Exhibit "A": _____

2.2 When the Village requires the Company to perform Services, the Village, by the Division Director, will issue a Work Authorization to the Company stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Company is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 Non-Exclusive Provider. The Company recognizes and acknowledges that the Village may employ several different consultants to perform the same or similar Services for the Village and that the Company has not been employed as the exclusive agent to perform any such Services.

2.5 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

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3.1.1 In consideration for its providing the Services, the Company shall pay the Village in accordance with the Price Proposal set forth in Exhibit "B" which is attached and made a part of this Agreement.

3.1.2 The Company shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

3.1.3 The Company will clearly state "Final Invoice" on the Company's final/last billing for the Services rendered to the Village. The Company's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Village. This account will be closed upon the Village's receipt of a Final Invoice. The Company waives any charges not properly included on its Final Invoice.

3.1.4 The Village's payment of the Final Invoice shall not constitute evidence of the Village's acceptance of the Company's performance of the Service or the Village's acceptance of any work.

3.1.5 By submitting an invoice, the Company's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Disputed Invoices

3.2.1 In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, 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 working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

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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 The Village may terminate this Agreement, in whole or in part, at any time, either for the Village's convenience or because of the failure of the Company to fulfill its obligations under this Agreement by delivering written notice to the Company. 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.

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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 No Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the 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 such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Company shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances.

9.0 Professional Associates and Subconsultants

If the Company requires the assistance of any professional associates or subconsultants 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 subconsultant may perform any work for the Village. If after obtaining the Village's approval the Company utilizes any professional associates or subconsultants 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 subconsultants. The failure of a professional associate or subconsultants 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 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,

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causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Agreement 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 Agreement amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any work commences. The Village shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed)

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.

Professional Liability Insurance. The Company shall provide in an amount of not less than $1,000,000.00 per occurrence, single limit.

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

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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

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Company shall not pledge the Village's credit or make the Village a guarantor of payment or surety for any contract, 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;

(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,

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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 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:

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22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The

provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Company acknowledges that during any fiscal year the Village shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Village may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Village may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Village agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Village's performance and obligation to pay the Company under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Company Representations

25.1 The Company hereby represents and warrants the following to the Village:

25.1.1 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.

25.1.2 Company's performance under this Agreement will not violate or breach any contract or agreement to which the Company is a Party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

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25.1.4 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.

25.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 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.

25.1.8 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.

25.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

26.0 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.

27.0 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

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OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than,

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the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The 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, sub-Consultants, sub-Consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The Village shall have the right to reject the Company's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name:

Name:

Name:

32.0 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.

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33.0 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 subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Company or subconsultant. 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 subconsultants to provide an affidavit attesting that the subconsultant 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 subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the 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 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.

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34.0 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 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.

35.0 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.

36.0 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency
For the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL



MAY 1, 2026

TAB 1: RFP # 2026-06-008 VPB- Auditing Services For the Village of Palmetto Bay from FY 2026-2030

Moises D. Ariza, CPA, CGMA
Shareholder, CBIZ CPAs P.C.
One SE Third Avenue, Ste 1100, Miami, FL 33131
P: 305-995-9612| moises.ariza@cbiz.com

Transmittal Letter

May 1, 2026

Village of Palmetto Bay
Village Clerk – Village Hall Municipal Center
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

CBIZ ("CBIZ" or "the Firm") is pleased to submit this proposal in response to RFP# 2026-06-008 VPB- Auditing Services for the Village of Palmetto Bay (the "Village"), as a rebid opportunity to continue our long-standing partnership. We appreciate the trust the Village has placed in us as your current service provider and look forward to the possibility of extending our relationship through the next engagement period. As outlined in our proposal, we will perform an audit of the financial statements of the Village for a three (3) year period beginning with fiscal year ending September 30, 2026 and ending with September 30, 2028. The Village will have the option to extend the agreement for two (2) additional one (1) year terms under the same terms of the original agreement. We commit to perform the work within the period defined and accept all other terms and conditions contained in the RFP. CBIZ is independent of the Village as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. This proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. This proposal will detail our methodology and how we will work with the Village to develop a strong partnership.

In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities and 400 employee benefit plans. We are confident that our proposal presents a highly effective and beneficial solution for the Village, and that CBIZ is the best-qualified firm to perform the engagement. Our confidence is supported by several key factors, including but not limited to:

- Small-Firm Care and Attention with Large-Firm Resources: Our local firm approach provides hands-on service and timely communication, resulting in the Village receiving the best of both worlds. Our Florida offices are located in Miami, Fort Lauderdale, Boca Raton, Tampa, and St. Petersburg. We currently have approximately 350 employees in our Florida offices; however, the resources of all of our offices are available to us.

  The audit will be performed and staffed from our Miami office: One SE Third Avenue, Ste 1100, Miami, FL 33131.

- Spectrum Of Services: Bringing together accounting, tax, and advisory with benefits, insurance, and technology services delivered across CBIZ businesses, we shape our solutions to best serve real business needs, leveraging deep client understanding, comprehensive capabilities, and unmatched resources to maximize impact.

- Significant Experience in the Public Sector: In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities. We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance. We understand that the Village is a complex, local government. The Village is not a single "entity" or operation; it is made up of many different entities, departments, and operations. Each of these areas has their own form of audit risk. Our experienced team has the capability to assess these risks and design and perform audit procedures that will bring real value to your audit. Make no mistake about it, our combined experience with auditing local governments across the United States is second to none and includes a vast number of entities similar to yours.

- Experienced Audit Team: For this proposed engagement CBIZ has assembled an audit team, whose skills and experience match the requirements of the Village. The proposed client service and audit engagement Shareholder, Moises Ariza, CPA, CGMA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Beila Sherman, CPA; IT risk audit managing director, Joe Layne, CISA; audit senior manager, Elias Rodriguez, CPA; audit supervisor, Daniel Golub; and other audit seniors and staff. All decisions that affect the planning, execution, and completion of the proposed audit will be made by Moises Ariza.

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

- Audit Quality: The issues of audit quality and technical proficiency are important matters for consideration. We ensure that professional standards are exceeded on all of our engagements through a robust quality control system that encompasses a Shareholder and Manager Review Process, Professional Development, Technical Support, Internal Inspections, and the AICPA Peer Review Process. Our technical competencies will be essential over the next several years with the implementation of new significant standards set by the Governmental Accounting Standards Board. **This assistance will be provided at no additional cost to the Village.**
- Complementary Resources That Add Value Beyond the Audit: We are committed to providing our clients with educational insights and timely updates on matters relevant to their industry through complimentary webinars, newsletters, and other communications. Additionally, annually we offer a full day government CPE seminar **(CBIZ's Government Symposium)** featuring both local and national speakers. This seminar is geared towards offering our clients training on key audit and accounting issues at **no cost to the Village**.
- Proactive Communication & Collaboration: Perhaps the **quality that best describes CBIZ is our ability to go beyond the routine, to provide an extra dimension in quality, effort and service to our clients**. The members of our firm are always accessible and are sensitive to your needs. We will be available to answer questions, discuss audit issues, and provide solutions throughout the year. We believe that this commitment sets CBIZ apart from other firms.

Understanding your needs and unique circumstances is paramount in driving the ideas and solutions we bring. In addition to exceeding industry expectations for service, our sincere goal is to continue earning your respect and trust through our commitment to your success. We believe this proposal formalizes our ongoing dialogue, and we look forward to deepening our partnership with the Village so our team can continuously add value through conscientious engagement.

Thank you again for the opportunity to extend our services as your provider. As you evaluate this proposal, please contact us to discuss any questions you may have.

Sincerely,



Moises D. Ariza, CPA, CGMA
SHAREHOLDER, CBIZ CPAS P.C.
P: 305.995.9612 | MOISES.ARIZA@CBIZ.COM

AUTHORIZED TO REPRESENT AND CONTRACTUALLY BIND THE FIRM

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

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CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

TAB 3: General Information

1. Name of Business

The legal contracting name of the Firm is CBIZ CPAs, P.C.

2. Mailing Address, Website, and Phone Number

CBIZ's Miami office is located at **One SE Third Avenue, Ste 1100, Miami, FL 33131.** Our website is. The key contact and shareholder, Moises D. Ariza, can be reached directly via email (Moises.Ariza@cbiz.com) or via phone at 305.995.9612.

3. Contact Information

Please refer to item #2.

4. Business Hours

Our local business hours are from 8:00am to 6:00pm (ET). However, we are available outside of business hours as needed.

5. Firm Size

CBIZ Advisors, LLC (Limited Liability Company) is a leading consulting, tax, and financial services advisor, that operates under an alternative practice structure as defined by the AICPA with CBIZ CPAs P.C. (Professional Corporation), an independent CPA firm and serves as the **7th largest accounting provider in the nation.** All members of the engagement team are based in the firm's Miami office.

6. Date of Business

Established in 2001 in the state of Missouri, CBIZ is a leader with an outstanding reputation at the national and regional levels.

7. Office Location

We have offices in Miami, Fort Lauderdale, Boca Raton, West Palm Beach, Tampa, and St. Petersburg. The audit will be performed and staffed from our Miami office located at One SE Third Avenue, Ste 1100, Miami, FL 33131. All audit team members are full-time employees. We have a complete government service team of 46 locally based individuals and supported by thousands of associates nationwide. No subcontractors will be used for any of the work performed for the Village; all services will be provided directly by CBIZ.

Personnel	Government Specialists
Managing Directors/Shareholders	3
Directors	2
Senior Managers	2
Managers	3
Supervisors	3
Seniors	11
Staff Accountants	20
Operations	2
TOTAL	**46**

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

8. Description and History of the Firm

Please refer to Tab 4 – Firm Qualifications & References.

9. Business Information

CBIZ CPAs is a professional corporation with over 300 partners nationally as of the date of this proposal.

10. Licensed to Practice in Florida

We affirm that CBIZ is a licensed certified public accounting firm and is in good standing with all regulatory agencies. CBIZ is a member of the American Institute of Certified Public Accountants ("AICPA") and the Florida Institute of Certified Public Accountants ("FICPA"). All professional staff, upon successful completion of the CPA exam, become members of both the AICPA and their respective state society of CPAs. CBIZ is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy. CBIZ and all key team members assigned to this engagement are licensed to practice in the State of Florida under Chapter 473 of Florida Statutes. We affirm that CBIZ has been in business, continuous operation providing CPA services, and incorporated in the State of Florida for a minimum of five (5) years. Each individual assigned to the engagement has maintained the required CPE in government accounting and has attended an Ethics course for CPAs in Florida. All applicable licenses are provided in Appendix A.

11. Office Size and Location

The size of the firm's governmental audit staff is provided on the previous page. Please refer to item #7.

12. Statement of Independence

CBIZ's policy is that all professional personnel be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the American Institute of Certified Public Accountants, the state Board of Accountancy and state CPA societies, *Government Auditing Standards* issued by the comptroller of the United States, relevant statutes, and applicable regulatory agencies. In addition, all professionals – from managing director to staff auditor – are required to sign affidavits annually attesting to their independence. CBIZ is independent of the Village and all of its components as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office's "*Government Auditing Standards*." CBIZ's quality control document contains detailed policies related to maintaining independence. These policies are the most stringent policies adopted by the AICPA and the various state boards of accountancy. Engagement team members are required to consider any possible situations where independence may be impaired during the acceptance or continuance process and if any arise during the performance of an engagement.

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

TAB 4: Firm Qualifications & References

CBIZ Overview

CBIZ Advisors, LLC is a leading consulting, tax, and financial services advisor, that operates under an alternative practice structure as defined by the AICPA with CBIZ CPAs P.C. (CBIZ CPAs), an independent CPA firm, providing audit, review and other attest services. As the **7th largest accounting provider in the nation**, CBIZ helps middle-market businesses discover new ways to grow with applied industry knowledge, innovative technology, and data-driven insights that inspire greater possibilities. Bringing together accounting, tax, and advisory with benefits, insurance, and technology services delivered across CBIZ businesses, we shape our solutions to best serve real business needs, leveraging deep client understanding, comprehensive capabilities, and unmatched resources to maximize impact.



CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

IT Risk and Assurance

Our IT Risk and Assurance Services team can assess your information risk management and operational effectiveness. We can then provide you with privacy, compliance, and technology consulting solutions. Experienced professionals hold CISA, CISSP, CISM, CRISC, or CPA accreditations along with many years of experience in bringing unique solutions to your business and IT needs. This unique combination allows us to start with your business challenges and then tailor IT solutions to match your needs.

Our IT Risk and Assurance Services team helps clients achieve optimum results in their ability to manage IT risk, mitigate those risks, and improve performance with cost-effective solutions. Our goal is to deliver practical solutions to the problem of "digital insecurity", which means helping to identify the most cost-effective ways to address specific concerns regarding IT-related compliance and control issues relevant to your environment and needs. In addition, the IT Risk and Assurance Services team can design and implement ERP solutions that will integrate your operations more efficiently.

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

Why Choose CBIZ

CBIZ delivers insights that impact and transform financial complexity into strategic clarity. We are well equipped to serve the Village for the following reasons:

Client-Driven

Understanding the governmental sector and helping clients identify their needs and meet their challenges and uncovering opportunities that propel them towards success is our mission. Our own success is based on our commitment to building meaningful, trusted relationships with our clients, creating positive service experiences, and delivering unexpected value wherever and whenever we can, while maintaining our professional independence and objectivity. Our attest professionals, most of whom have been focused on the government sector throughout their careers, have an in-depth understanding of the complex economic and political environment in which these entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our government clients.

Commitment to Excellence

From the way we service clients to the training and development of our professionals, CBIZ is committed to excellence in every aspect of our operation. Our focus on client success compels us to look beyond the numbers to see the opportunities, challenges, and solutions in every engagement. Innovation, proactivity, teamwork, and open communication are the hallmarks of our approach.

Robotic Process Automation

We understand that government entities are always looking to stay at the forefront of innovation. Our goal as your trusted advisor is to provide you with the most cutting-edge resources available to streamline your work processes while delivering the best possible return on your investment. Our team of consulting and technology experts offer clients Robotic Process Automation “Bot” Services. These services have the capability to change the way our clients are conducting business by automating and in many cases eliminating manual process that employees would be otherwise spending hours to complete. Utilizing Digital Workers can replace many tedious functions and tasks that are time consuming and often prone to human error, including data entry, periodic reporting, and accounts payable invoicing. They can also be used to generate and distribute reports, process inbound leads, and retrieve data from the web.

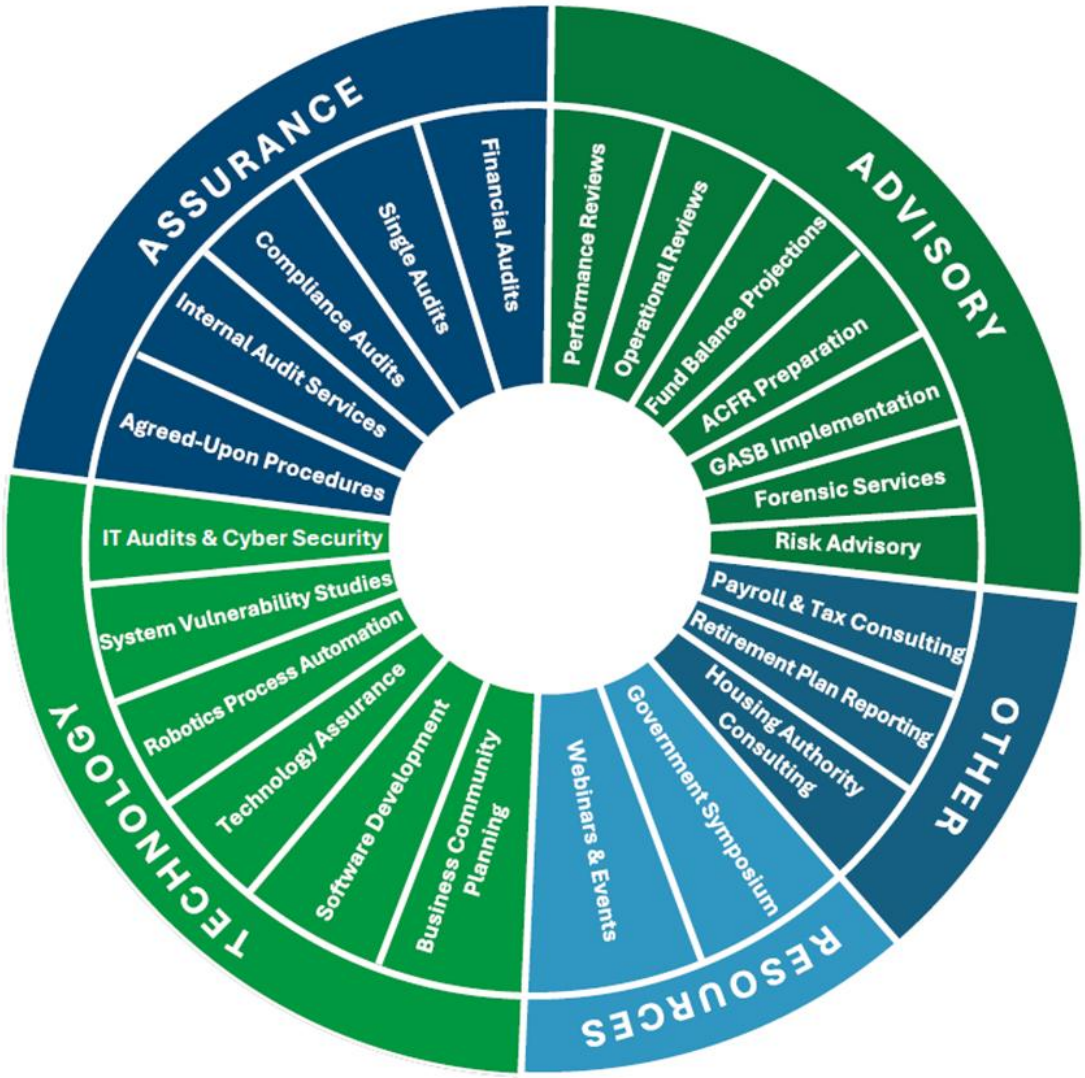
Experienced Engagement Team

The team members proposed for the Village have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, CRA and Pension operations, State Laws and Rules of the Auditor General, and ADA Compliance.

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

Interconnected Services

Our group provides interconnected professional services to help government entities achieve their operational, strategic and compliance goals. Our service offerings grew from government entities seeking our advice beyond audit and compliance and our drive to do more for these organizations like the Village. By providing a vast array of expertise and service lines to support our clients' operations, our capacity and passion to serve and strengthen every aspect of our clients' operations remains unparalleled.



CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

Office Location & Staff

We have offices in Miami, Fort Lauderdale, Boca Raton, West Palm Beach, Tampa, and St. Petersburg. The audit will be performed and staffed from our **Miami** office located at **2811 Ponce de Leon Blvd, Ste 1100, Coral Gables, FL 33134.** All audit team members are full-time employees. We have a complete government service team of 46 locally based individuals and supported by thousands of associates nationwide. We are properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy. Refer to **Appendix A** for all applicable firm and team member licenses and certifications. The proposed client service and lead audit engagement managing director will be Moises Ariza. Please refer to **Tab 1** for Moises' contact information.

No subcontractors will be used for any of the work performed for the Village; all services will be provided directly by CBIZ.

Personnel	Government Specialists
Managing Directors/Shareholders	3
Directors	2
Senior Managers	2
Managers	3
Supervisors	3
Seniors	11
Staff Accountants	20
Operations	2
TOTAL	**46**

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

Firm Experience – Government & Public Sector

CBIZ has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of government entities, including preparing government financial statements, and performing Federal and Florida Single Audits. Annually we perform more than 600 government entity audits and 200 Single Audit engagements.

70	600	200
Years Serving Government Entities	Annual Government Entity Audits	Annual Federal & State Single Audits

The assurance services we provide to government entities include single audits, pension audits, compliance audits, forensic audits, IT audits, internal audits, GASB implementation, financial statement audits, aiding in obtaining the Certificate of Achievement for the ACFR, and Annual Financial Report preparation and assistance, performance or operational reviews and a wide range of consulting services for local governments.

In addition, the managing director and quality control director on the proposed engagement team have been instrumental in assisting clients with the implementation of new pronouncements. Most recently, to note significant GASB pronouncements, the team assisted our clients with the implementation of GASB Statement No. 87, Leases and GASB Statement No. 96, Subscription-Based Information Technology Arrangements.

Single Audits

We have conducted hundreds of federal, state, and local Single Audits and are knowledgeable of all requirements under OMB Uniform Guidance and the State of Florida Single Audit Act. To stay on top of changing audit requirements, our firm participates in various AICPA trainings and our team receives annual single audit training that involves all aspects of a single audit, including internal controls, compliance, financial reporting, the Data Collection Form, Yellow Book, and audit effectiveness. A significant portion of this training also includes discussion about single audit quality and current topics discussed in the AICPA Audit Guides and Audit Risk Alerts. We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work and in fact, have had many positive comments about the excellence quality of our audit files. With this experience, we are able to provide a robust amount of knowledge as it relates to the Village and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

Laws, Regulations, & Compliance Tests

Compliance tests with laws and regulations are included with the tests of transactions and controls. Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement. Testing will be generated to ensure compliance with rules, laws, and regulations; not limited to Rules of the Auditor General, Florida Statutes, Federal OMB Uniform Guidance Guidelines and the Florida Single Audit Act.

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

Active Participation on Boards and Committees

The managing directors, directors, and managers are actively involved in recognized standard-setting organizations at the national, state, and local level. These organizations include the Florida Government Finance Officers Association (FGFOA), Florida Association of Special Districts (FASD), and the Florida League of Cities (FLC).

AICPA Governmental Audit Quality Center Member

CBIZ is also a member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC) and the AICPA's Governmental Audit Quality Center (GAQC). Our involvement in these organizations further demonstrates our commitment to the public sector and helps keep us on top of issues affecting government entities.

Secure Digital Collaboration

We use a paperless audit approach. Our audit teams utilize both proprietary and non-proprietary programs to streamline the audit process. To ensure information is stored and shared safely, we use a secure workflow data management tool for every client relationship. The user-friendly collaborative site serves as a virtual common workspace that is keyed to our data request lists and electronic audit system. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our audit engagement team directly into our electronic work programs. This cloud-based tool minimizes the use of emails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients time and money.

Resources for our Government Clients

We are committed to providing professional development programs to the entire South Florida community involved in the government sector. Annually, we host a Government Symposium, an 8-hour accounting and auditing seminar that focuses on current developments in government affairs, including accounting, legal and operational topics. We encourage our clients and non-clients alike, to attend this technical (CPE) Symposium at no cost. Additionally, we provide more than 40 virtual courses that can be attended live or at a later date. All clients have access to this database at no cost.

GFOA Certificate of Achievement Program

We assist clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. This program is recognized as the highest award in government financial reporting. The Certificate of Achievement has been awarded on all of the financial statements for participating clients, including first time submissions. Several members of our team are special reviewers for the GFOA Certificate of Achievement Program, including Moises Ariza, who has been a Certificate Program reviewer since 2014. CBIZ serves more than 600 government clients at a national level and 45 government clients in Florida. One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors.

Certificate of Achievement FOR EXCELLENCE IN Financial Reporting

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Quality Control and Peer Review

The quality of our professional practice is of the utmost importance to CBIZ, our clients, and to the users of our reports. As such, we maintain a quality control program that ensures our internal policies are met and professional standards are exceeded on all of our engagements. To ensure that CBIZ's performance is in conformity with our stated standards and those issued by the AICPA, our quality control system encompasses the following:

Professional Development: CBIZ provides a minimum of 40 hours (five days) of CPE in-house to all professional staff. These seminars include sessions in accounting, auditing, financial reporting, and internal controls. In addition to the in-house training, professional staff attend various outside seminars.

Internal Inspections: Annually CBIZ selects a random sample of accounting, auditing, advisory and tax engagements and performs a review to ensure compliance with firm policies and professional standards.

Centralized Financial Statement Review Process: The quality control department performs a review of our audit binders and financial statements prior to the release of the finished product. Their involvement includes participation in engagement planning to approve the audit approach, review of high risk and complex areas throughout fieldwork and a review of the financial statements and related information. Their involvement in the planning and fieldwork stages helps eliminate any last-minute surprises and assures the high level of quality we demand from our professionals is maintained.

Peer Review: CBIZ participates in an external quality review program requiring an on-site independent examination of our Accounting and Auditing practice. CBIZ has consistently received clean opinions (rating of "Pass") on the quality of CBIZ's audit practice. This is the highest level of achievement and recognition in the peer review program. The review encompassed governmental engagements. Please refer to Appendix B for a copy of CBIZ's latest peer review reports which include government engagements. Please note that CBIZ's peer review report is addressed to Mayer Hoffman McCann P.C. ("MHM"). Effective August 21, 2024, MHM changed its name to CBIZ CPAs P.C.

Subcontractors

CBIZ will not be utilizing any subcontractors as part of our audit of the Village.

Federal or State Desk Reviews or Field Audits

There are no actions as a result of any federal or state desk reviews or field audits to CBIZ or its auditors of government entities during the past three (3) years. There has been no disciplinary action taken nor pending against CBIZ or any of the professional staff with the State Board of Accountancy, the Auditor General, or any other regulatory bodies.

Government/AICPA Litigation & Disciplinary Actions

CBIZ affirms there has been no litigation whereby a court has ruled against CBIZ in any matter related to the professional government auditing services of CBIZ. CBIZ has been providing audit services to government entities for over 70 years and has not been a party of litigation involving a government entity within the past three (3) years. There have been no pending indictments, litigation or proceedings during the past years whereby a court or any administrative agency has ruled against CBIZ in any matter related to its professional government auditing services of CBIZ. There have not been any terminations, suspensions, censures, reprimands, probations or similar actions against any member of CBIZ by the Florida State Board of Accountancy.

CBIZ is a global firm with significant operations and as a result, it is a party to ordinary course litigation. No litigation, proceeding or investigation by any regulatory body will have a material impact on our ability to operate its business and to provide the services contemplated hereunder. We affirm that Our team has a proven track record, having met all commitments and successfully completed every engagement contract in the past.

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Government Auditing Experience

The following represents five (5) engagements performed by CBIZ within the last five (5) years by our South Florida Region's government team that are similar in nature to the engagement described in the RFP. Additional references can be provided upon request. The below five (5) organizations have engaged CBIZ CPAs to complete their fiscal year 2025 audit. Moises D. Ariza, Shareholder was the engagement leader for all clients listed below.

A. Agency Name B. Address C. Name and Telephone of the Principal Client Contact D. Scope of Work E. Contract Term F. Total Hours G. Total Revenues (General Fund) H. Total Number of Funds Maintained	A. City of Hallandale Beach B. 400 South Federal Hwy, Hallandale Beach, FL 33009 C. Geovanne Neste, Finance Director, 954-457-1371 D. Financial Audit, Single Audit, and Pension Audit E. September 30, 2023 to Current F. 700 G. $98,826,329 H. 25
A. Agency Name B. Address C. Name and Telephone of the Principal Client Contact D. Scope of Work E. Contract Term F. Total Hours G. Total Revenues (General Fund) H. Total Number of Funds Maintained	A. North Bay Village B. 1666 Kennedy Street, 3rd Floor, North Bay Village, FL 33141 C. Mayte Gamiotea, Finance Director 305-751-7676 D. Financial Audit, Single Pension Audit E. September 30, 2022 to 2026 F. 400 G. $35,000,000 A. 19
A. Agency Name B. Address C. Name and Telephone of the Principal Client Contact D. Scope of Work E. Contract Term F. Total Hours G. Total Revenues (General Fund) H. Total Number of Funds Maintained	A. Town of Surfside B. 9293 Harding Ave., Surfside, FL 33154 C. Sandra Siefken, Finance Director, 305-861-4863 ext 249 D. Financial Audit E. September 30, 2009 to Current F. 350 G. $24,336,000 A. 10
A. Agency Name B. Address C. Name and Telephone of the Principal Client Contact D. Scope of Work E. Contract Term F. Total Hours G. Total Revenues (General Fund) H. Total Number of Funds Maintained	B. City of Sunny Isles Beach C. 18070 Collins Avenue, Sunny Isles Beach, FL 33160 D. Tiffany Neely, Finance Director 305-792-1805 E. Financial Audit, Single Audit F. September 30, 2022 to 2026 G. 300 H. $58,944,444 H. 7
A. Agency Name B. Address C. Name and Telephone of the Principal Client Contact D. Scope of Work E. Contract Term F. Total Hours G. Total Revenues (General Fund) H. Total Number of Funds Maintained	B. City of Miami Springs C. 201 Westward Drive, Miami Springs, FL 33166 D. Christopher Chiocca, Finance Director, 305-805-5019 E. Financial Audit, Single Audit, TCT and Pension Audit F. September 30, 2024 to FY2029 G. 300 H. $ 22,500,000 H. 10

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CBIZ Current & Recent Government Clients

Our extensive experience in this sector underscores our commitment to providing outstanding professional services that meet the unique needs of public agencies. CBIZ serves a significant number of government clients, a testament of the trust and value we bring to the public sector. In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities and 400 employee benefit plans. Given the extensive portfolio of our clients at the moment, the substantial effort required to compile detailed financial information for each engagement within the last five (5) years in a timely manner would not be feasible. Alternatively, we provide you with a general listing of our Florida governmental clients and similar Florida engagements below:

Miami-Dade County

- City of Florida City
- City of Florida City CRA
- City of Hialeah
- City of Miami Firefighters & Police Officers Retirement Trust
- City of Opa Locka
- City of Sunny Isles Beach
- Miami-Dade County (WASD)
- Miami Police Relief and Pension Fund
- The Children's Trust of Miami-Dade County
- Town of Bay Harbor Islands
- Town of Bay Harbor Islands ERS
- Town of Surfside
- Town of Surfside Employees' Retirement Plan
- Village of Miami Shores
- Village of Palmetto Bay

Broward County

- Broward County (IT Dept.)
- City of Deerfield Beach
- City of Deerfield Beach CRA
- City of Fort Lauderdale Police and Firefighters Retirement System
- City of Hallandale Beach
- City of Hollywood
- City of Hollywood CRA
- City of Hollywood GERS
- City of Pompano Beach Police and Firefighters Retirement System
- City of Sunrise

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Palm Beach County

- City of Boca Raton
- City of Boca Raton CRA
- City of Boca Raton ERP
- City of Boca Raton GERS
- City of Boca Raton Police and Firefighters Retirement System
- City of Boynton Beach
- City of Delray Beach
- City of Palm Beach Gardens
- City of West Palm Beach East Central Regional Wastewater Treatment Facilities Operations Board
- Healthy Start Coalition of Palm Beach County
- Loxahatchee River Environmental Control District
- Palm Beach County Housing Finance Authority
- South Central Regional WW Treatment and Disposal Board
- The Children's Services Council of Palm Beach County
- Town of Jupiter
- Town of Lake Park
- Town of Palm Beach
- Town of Palm Beach Retirement System
- Village of Palm Springs
- Village of Royal Palm Beach
- Village of Wellington
- Northern Palm Beach County Improvement District

Monroe County

- Florida Keys Aqueduct Authority

Hillsborough County

- City of Tampa Police & Firefighter's Pension Plan

Lee County

- City of Fort Myers

Collier County

- City of Naples

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Relevant Engagement References

The following represents relevant engagements similar to the engagement described in the RFP. These references pertain to all personnel included in this proposal. Please refer to Tab 7 for reference forms.

City of Sunny Isles, FL

18070 Collins Ave 3rd floor, Sunny Isles Beach, FL 33160
Tiffany D. Neely, Finance Director
tneely@sibfl.net | 305.792.1805
Services: Financial Statement Audit, ACFR Preparation, Federal/State Single Audit
Term: 2022 to Current
Contract Amount: $75,375

City of Hallandale Beach, FL *

400 South Federal Highway, Hallandale Beach, FL 330099
Geovanne Neste, Finance Director
gneste@hallandalebeachfl.gov | 954.457.1371
Services: City Audit, CRA Audit, ACFR Preparation, Federal/State Single Audit, SurTax Audit
Term: 2022 to Current
Contract Amount: $147,000

Town of Surfside, FL

9293 Harding Avenue Surfside, FL 33154
Sandra Siefken, Finance Director
sseifken@townofsurfsidefl.gov | 305.861.4863
Services: Town Audit, Stand-alone Pension Audit, Federal Single Audit, Florida Single Audit
Term: 2023 to Current
Contract Amount: $91,840

North Bay Village, FL

1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141
Mayte D. Gamiotea, CFO
mgamiotea@nbvillage.com | 786.714.4251
Services: City Audit, Federal Single Audit, Florida Single Audit, TCT Audit
Term: 2024 to Current
Contract Amount: $87,300

City of Miami Springs, FL

201 Westward Dr, Miami Springs, FL 33166
Christopher Chiocca, Finance Director
chioccac@miamisprings-fl.gov | 305.805.5019
Services: City Audit, Federal Single Audit, Florida Single Audit, TCT Audit
Term: 2024 to Current
Contract Amount: $77,000

**A copy of the City of Hallandale, Florida Comprehensive Annual Financial Report is available at https://www.hallandalebeachfl.gov/530/financial-reports*

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TAB 5: Qualifications of Key Personnel Assigned to Engagement

Engagement Team

The team members proposed for the Village have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, CRA and Pension operations, State Laws and Rules of the Auditor General, and ADA Compliance. All team members who are CPAs have properly maintained CPE in government accounting and ethics for the State of Florida.

Moises Ariza and Elias Rodriguez are "key" team members. We anticipate key team members to remain consistent over the term of the engagement. No personnel changes will be made without the express prior written permission of the Village. The engagement team is committed to performing the audit within the period specified. No subcontractors will be used for any of the work performed for the Village; all services will be provided directly by our firm. All members of the engagement team are licensed to practice in the State of Florida. Refer to **Appendix A** for Firm and engagement team licenses.

Engagement Team Structure

Quality Control	Assurance	IT Auditor
Beila Sherman CPA Quality Control Director	**Moises D. Ariza *** CPA, CGMA Lead Engagement Shareholder	**Joe Layne** CISA, CISM, MSCA, PCIP IT Risk Audit Managing Director
	Elias Rodriguez * CPA Audit Senior Manager	**IT AUDIT STAFF**
	Daniel Golub Audit Supervisor	
	AUDIT SENIOR & STAFF	

** As stipulated in the RFP, the removal or replacement of key team members is subject to the approval of the Village.*

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Moises D. Ariza

CPA, CGMA
Managing Director, CBIZ
Assurance Services

MOISES.ARIZA@CBIZ.COM

Moises Ariza is a managing director in CBIZ's Assurance Division. He has more than 17 years of experience in the accounting profession providing accounting, assurance, and advisory services to a wide range of clients. Much of his client base includes nonprofit organizations, local governments, employee benefit plans, manufacturing companies and retail entities.

In addition, Moises has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Moises is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is a qualified peer reviewer and regularly performs peer reviews under the AICPA Peer Review Program.

Within the firm, Moises develops in-house training seminars for CBIZ's professional staff as well as continuing education programs for various outside organizations. Moises is an active team leader in CBIZ's Employee Benefit Plan Group, Nonprofit Sector and Government Services Group.

Professional Affiliations

- Chartered Global Management Accountant (CGMA)
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee, Active Member
- Association of Latin Professionals in Finance and Accounting, Member (ALPFA)
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- Florida Government Finance Officer Association, Member (FGFOA)
- YMCA of South Florida, Finance Committee Member

Expertise

- Financial Audits
- Federal & Florida Single Audits
- Financial Reporting
- Program-Specific Compliance Audits

Industry Experience

- Local Governments
- Government Pension Plans
- ERISA Pension Plans
- Special Districts
- Nonprofits
- Wholesale & Retail Distributors
- Manufacturers

Education

- MS – Accounting, St. Thomas University
- BA – Accounting, Florida International University

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Awards & Accolades

- Top 20 Professionals Under 40, Brickell Magazine, 2021
- Young Horizons Award, Florida Institute of CPAs, 2021

Articles, Seminars & Presentations

- Navigating through GASB No. 68, Published Article
- The Importance of Governmental Financials, FGFOA Conference
- GASB Statement No. 68, 2015 Marcum Governmental Symposium Government Auditing Standards and OMB Uniform Guidelines, Internal Training
- Risk Assessment and Audit Approach, Internal Training
- Related Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

CPE Hours (three years)

CPE Type	Hours
Government	145
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	30
TOTAL	221

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Moises Ariza - Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Broward County	2		✓	✓
Children's Services Council of Broward County	5	✓		
City of Boca Raton	7	✓	✓	✓
City of Boynton Beach	3		✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	6	✓	✓	✓
City of Delray Beach	2	✓	✓	✓
City of Florida City	10	✓	✓	✓
City of Fort Myers	3	✓	✓	
City of Hollywood	5	✓	✓	✓
City of Homestead	12		✓	✓
City of Miramar	2	✓	✓	
City of Palm Beach Gardens	5	✓		
City of Pompano Beach	5	✓	✓	✓
City of Sunrise	10		✓	
City of West Palm Beach	5	✓	✓	✓
East Central Regional Wastewater Treatment Facilities	3			
Florida Keys Aqueduct Authority	8		✓	
Housing Finance Authority of Palm Beach County	3			
Indian Creek Village	2			
Miami-Dade Water & Sewer Department	14		✓	
The Children's Service Council of Palm Beach County	2		✓	
The Children's Trust	7			
Town of Bay Harbor Islands	8	✓	✓	
Town of Jupiter	3	✓	✓	✓
Town of Palm Beach	4	✓	✓	
Town of Southwest Ranches	5		✓	
Town of Surfside	8	✓	✓	
Village of Key Biscayne	10	✓	✓	
Village of Palmetto Bay	4		✓	
Village of Royal Palm Beach	3		✓	
Village of Tequesta	3	✓		

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Beila Sherman

CPA
Quality Control Director, CBIZ
Assurance Services

BEILA.SHERMAN@CBIZ.COM

Belia Sherman has more than 25 years of experience providing accounting, auditing and advisory services for a wide range of entities. As a Director in CBIZ's Assurance division, her primary responsibilities include on-site supervision and review of audit engagements to ensure they are prepared in accordance with professional and Firm standards.

Beila provides guidance to clients ranging from complex accounting issues to general business and accounting developments. She has significant experience in the evaluation of internal controls. In addition, Beila develops in-house training seminars for CBIZ's professional staff as well as continuing education courses for various outside organizations, on current accounting and auditing matters. She is actively involved in the division's professional development activities.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Institute of Certified Public Accountants – CIRA Section
- Government Finance Officers Association (GFOA)
- Canadian Institute of Chartered Accountants (CPA)
- South Florida Government Finance Officers Association,
- Associate Member (SFGFOA)
- Miami-Dade, Broward, and Palm Beach Counties Leagues of Cities

Articles & Presentations

- Internal CPE Training, Instructor
- "Governmental Accounting (GASB) and Government Auditing Standards", Internal Training
- "Federal and Florida Single Audits Acts", Internal Training
- Florida School of Government Finance Instructor
- FGFOA Presenter
- FASD Presenter Related Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Operational & Performance Reviews
- Agreed-Upon Procedures
- Attestation Services
- Advisory Services
- Peer Reviews

Industry Experience

- Local Governments
- Nonprofit Organizations
- Real Estate Companies

Education

- Bachelor of Business Administration – Mount Saint Vincent University

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CPE Hours (two years)

CPE Type	Hours
Government	69
Ethics	6
Other (Accounting, Auditing, Technical, and Behavioral)	34
TOTAL	111

Beila Sherman – Current & Former Government Clients

CPE Type	Year on Job	Pension Audit	Single Audit	CRA
Bal Harbour Village	8	✓	✓	
Broward County	5		✓	✓
Children's Services Council of Broward County	5	✓		
City of Boca Raton	9	✓	✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	3	✓	✓	✓
City of Florida City	15		✓	✓
City of Hallandale Beach	6	✓	✓	✓
City of Hollywood	3	✓	✓	✓
City of Homestead	10		✓	✓
City of Miramar	4	✓	✓	
City of North Miami	15	✓	✓	✓
City of North Miami Beach	15	✓	✓	✓
City of Oakland Park	4			
City of Palm Beach Gardens	5	✓	✓	
City of Pembroke Pines	10	✓	✓	
City of Pompano Beach	3	✓	✓	✓
City of Sunny Isles Beach	5		✓	
City of Sunrise	8		✓	
City of West Palm Beach	5	✓	✓	✓
Miami-Dade Water & Sewer Department	12		✓	
The Children's Trust	6	✓		
Town of Bay Harbor Islands	15	✓	✓	
Town of Surfside	8	✓	✓	
Village of Key Biscayne	8	✓	✓	
Village of Tequesta	5	✓	✓	

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Joe Layne

CISA, CISM, MSCA, PCIP
Managing Director, CBIZ
Advisory Services

JOE.LAYNE.@CBIZ.COM

Joe Layne is a Managing Director in CBIZ's Advisory Services practice. He oversees IT audits for large commercial clients, including public and private businesses. He is an experienced Information Systems Auditor with dynamic information systems risk, compliance and audit experience spanning 20 years across external Big Four Audit, Internal Audit and Information Technology. Joe has worked in Information Technology as well as Internal and External audit developing a unique perspective having experienced the client side as well as performing client services. This allows him to better bridge the gap between broad regulations and the realistic impact or implementation of IT Risk and Controls with clients.

Joe offers ongoing education for clients around risk mitigation as well as risk assessments and consulting around prevention strategies and procedures. He assists clients develop protocols and internal controls for IT risk management.

Professional Affiliations

- Information Systems Auditing and Control Association (ISACA)
- Payment Card Industry Security Standards Council

Professional Designations

- Certified Information Systems Auditor (CISA), ISACA
- Certified Information Security Manager (CISM), ISACA
- Payment Card Industry Professional (PCIP), PCI Security Standards Council
- Microsoft Certified Systems Administrator (MCSA), Microsoft

CPE Hours (three years)

CPE Type	Hours
Government	39
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	89
TOTAL	144

Expertise

- IT Risk Management
- IT Governance
- IT Security Assessments
- IT Audits
- Sarbanes-Oxley Act (SOX)
- SOC 1, 2, 3
- HIPAA Security Rule
- Internal Controls
- PCI Compliance

Industry Experience

- Government Agencies
- Nonprofit Organizations
- Public and Private Companies
- Healthcare Organizations

Education

- BSc – Information Studies, Florida State University

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Elias J. Rodriguez

CPA
Senior Manager, CBIZ
Assurance Services

ELIAS.RODRIGUEZ@CBIZ.COM

Elias Rodriguez is a Senior Manager within CBIZ's Assurance Division, bringing over 10 years of experience in accounting, auditing, and consulting services for not-for-profit organizations, local governments, and private businesses. With a strong background managing teams and supervising a variety of engagements—including reviews, assurance, consulting, compliance, and Single Audits—Elias is dedicated to driving efficiency and ensuring high-quality results for clients. Throughout his career, Elias has been actively involved in training staff on new accounting standards and continuous education initiatives, as well as preparing presentations and leading internal training sessions. He has successfully implemented process improvements for engagements and has managed teams completing financial close and audit preparation consulting projects, especially for municipal clients. Client-focused and proactive, Elias is committed to delivering superior audit and assurance services, supporting municipalities and organizations in meeting compliance requirements and optimizing their financial operations.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

Partial Listing of Clients

- City of Hialeah, FL
- City of Sunny Isles Beach, FL
- North Bay Village, FL
- Town of Palm Beach, FL
- Village of Palm Springs, FL

CPE Hours (two years)

CPE Type	Hours
Government	56
Ethics	4
Other (Accounting, Auditing, Technical, and Behavioral)	52.5
TOTAL	112.5

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Employee Benefit Plans

Industry Experience

- Not-for-Profit Organizations
- Local Governments
- Government Pension Plans
- Employee Benefit Plans
- Special Districts

Education

- Bachelor of Accounting – Florida International University
- Bachelor of Business Administration, Finance – Florida International University

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Daniel Golub

Supervisor, CBIZ
Assurance Services

DANIEL.GOLUB@CBIZ.COM

Daniel Golub is a supervisor within CBIZ's Assurance Division. He has more than 6 years in the accounting profession providing accounting and auditing for local governments, government pensions, not-for-profit organizations, employee benefit plans, and commercial clients.

In addition, Daniel has a range of experience in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit act, as well as program-specific compliance audits.

Daniel is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal guidelines and requirements, as well as the preparation of the financial statements. Daniel is responsible for keeping the engagement moving at all times, communicating with the client, etc.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

Partial Listing of Clients

- Town of Lake Park
- City of Hallandale Beach
- Village of Wellington

CPE Hours (two years)

CPE Type	Hours
Government	75
Ethics	15
Other (Accounting, Auditing, Technical, and Behavioral)	15
TOTAL	105

Expertise

- Financial Audits
- Federal Single Audits
- Florida State Single Audits

Industry Experience

- Local Governments
- Not-for-Profit
- Government Pension Plans
- Commercial
- Employee Benefit Plans

Education

- Bachelor's Degree, Accounting – Florida Atlantic University

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Continuing Professional Education

Having the best-qualified professionals requires a continuous investment in training and resources that improve and maintain competencies. As the guidelines and compliance requirements of our industry change frequently, we are proactive in keeping up with the changes in the profession and providing the necessary training for our staff. Technical training for all of our staff covers accounting, auditing, federal regulations, tax, employee benefits and computer systems. In addition to the standard technical training required to maintain our certifications, we include training on mentoring, interviewing, time management, coaching and more.

Our training initiatives help our professionals maintain the highest level of technical and business competencies that our clients have come to expect. Our team encourages and requires continuing education and training at all levels, and this steadfast commitment to our own personal and professional growth benefits our clients and us.

Every year, CBIZ provides a minimum of 40 hours of continuing professional education (CPE) in-house to all professional staff. These seminars include sessions in government accounting, auditing, and financial reporting, including Yellow book, single audit, IT audits and information systems and other accounting and auditing issues. In addition to the in-house training, our professional staff attend various outside seminars/conferences.

CBIZ affirms all members of the audit team meet or exceed the CPE requirements mandated by professional auditing standards (including *Government Auditing Standards*) and all CPAs assigned meet or exceed the CPE and ethics training mandated by the Florida State Board Accountancy (including Florida Statutes, Chapter 11.45, information technology training).

Staff Continuity

Our client teams remain stable and engaged year after year with a **low turnover rate** compared to the industry average. We do not require mandatory rotations unless required by professional standards, and our professional development model promotes long-term team alignment. This allows us to:

- Reduce onboarding time
- Preserve institutional knowledge
- Foster stronger client-advisor relationships

We invest in being a preferred employer, so our clients benefit from continuity, reliability, and consistent quality.

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TAB 6: Audit Approach

Our Audit Approach & Philosophy

Through the audit, we strive to understand your vision, entity operations, financial performance, accounting systems, and internal controls. While this process ultimately leads to an audit opinion on your financial statements, our goal is to provide value beyond this assurance. We confirm our agreement to meet all minimum requirements outlined in this Request for Proposal and the Scope of Services.

We Aim for a **Partnership** that Exceeds the Audit				
Enhanced Internal Controls & Efficiencies	Stronger Financial Operations	Valuable Operating Solutions & Ideas	Best Practice Benchmarks	A Resource that is Always Available to You

Our professionals will complement the Village's team with the right blend of technical, practical, and personal insight to help you successfully deliver on all your initiatives.

Audit Methodology

The audit will be conducted in four phases, as shown below. These phases are discussed in more detail on the following pages.

Phase 1: Strategic Planning	Obtain an Understanding of the Village	Evaluate Internal Controls	Information Technology Review	Develop Audit Plan and Strategies; Risk Assessment	Prepare Audit Programs
Phase 2: Execution of Audit Plan	Perform Test of Internal Controls (as applicable)	Perform Tests of Account Balances	Test Compliance with Laws, Rules, Regulators, and Contracts		
Phase 3: Evaluation of Audit Results	Documentation Reviewed by Managing Director and Quality Control Department	Auditor's Conclusions Documented	Preliminary Discussion with Management of Audit Findings (as applicable)		
Phase 4: Reporting	Prepare Auditor's Reports	Review of the Draft Financial Statements/ACFR	Discuss Final Results with Management in Exit Conference	Presentation to the Village Council	

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Phase I: Strategic Planning

Procedures for Internal Control

A thorough understanding of the Village and your operating environment is essential for developing an efficient, cost-effective audit plan. During this phase, the lead engagement managing director and key supervisory personnel will meet with the appropriate personnel to ensure we have an understanding of your operations. You will also have the opportunity to express your expectations regarding the services that we will provide. This effort will be coordinated so that there will be minimal disruption to your staff. During this phase, we will perform the following activities:

- Review the current regulatory and statutory compliance requirements within which the Village operates. This will include a review of applicable state regulations; ordinances, contracts, and other agreements; meeting minutes of the Village Council as applicable;
- Review major sources of information such as budgets, organization charts, procedures manuals, financial systems and management information systems;
- Determine the most practical and effective way to apply computer-aided audit tools to convert and analyze data and generate reports;
- Performance of fraud inquiries and retrospective review;
- Determination of materiality levels;
- Regarding controls that are relevant to the audit, CBIZ will evaluate the design of the controls and determine whether they have been properly designed and implemented;
- Re-evaluation of the Village provided major fund determination worksheet;
- Documentation of current year activity expectations and performance of preliminary analytical procedures;
- Review internal control systems, including determining an audit risk assessment;
- Consider the methods used to process accounting information that influence the design of the internal control system. This includes understanding the design of relevant policies, procedures, and records and whether they have been placed in operation;
- Design audit programs to ensure that they incorporate financial statement assertions, specific audit objectives and appropriate audit procedures to achieve the specified objectives;
- Identify and resolve accounting, auditing and reporting matters; and
- Prepare detailed audit plans, including a list of schedules to be prepared by the Village personnel.

Risk-Based Audit Technologies

CBIZ employs a risk-based approach early in the audit process. This approach considers how the overall risk identified in the general risk analysis affects specific account balances. We consider, in part:

- Relative significance of the account to the financial statements as a whole;
- Volume of transactions;
- Susceptibility of the account to fraud;
- Accounts that have traditionally required significant adjustments; and
- Account with complex calculations, judgement, and accounting issues that have a high assessed level of inherent risk.

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Based on these considerations, we assess the inherent risk and control risk to determine the overall audit risk. Once this assessment is completed, the audit procedures to be used are determined. By redirecting our efforts through a risk-based approach, audits are significantly enhanced, which provide greater value to our clients.

We will use several approaches to conduct the audit engagement. These approaches include traditional audit techniques and strategies, and an evaluation of the systems utilized by the Village.

Time Spent by Phase of Audit		
25%	40%	35%
Substantiation of Account Balances	Risk Assessment & Understanding Controls	Financial Statement & Analytical Reviews

Specific Fraud Investigative Techniques

Professional Auditing Standards imposes on auditors the additional responsibility to "plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements due to fraud." By redirecting our efforts through a risk-based approach and additional fraud inquiry techniques, audits are significantly enhanced.

Single Audits

We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work in the past three years and, in fact, have had many positive comments about the excellent quality of our audit files.

With this experience, we are able to provide a robust amount of knowledge as it relates to the Village and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

- Identify the Village's major programs to be tested and reported on for compliance.
- Identify the compliance requirements applicable to each major program.
- Determine which of the compliance requirements identified could have a direct and material effect on each major program.
- Consider relevant portions of the Village's internal control over compliance for each direct and material compliance requirement for each major program.
- Obtain sufficient appropriate audit evidence, which involves testing internal control over compliance and compliance with direct and material compliance requirements for each major program.
- Consider indications of fraud.
- Consider indications of abuse.
- Consider subsequent events.
- Form an opinion about whether the Village complied with the direct and material compliance requirements.
- Perform follow-up procedures on previously identified findings.

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Phase II: Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matters that may impact the completion of our audit work or require the attention of management. Tasks to be performed in Phase II include but are not limited to.

- Apply analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.
- Perform substantive account balance and transaction tests. Samples will be drawn from major transaction systems, including cash disbursements, cash receipts, accounts payable, and payroll. The size of the samples will be determined after the review of the internal control system.

Proposed Segmentation & Level of Staff

Segment	Managing Directors, & Quality Control Directors	Senior Managers & Managers	Supervisors	Senior & Staff	Total
Phase 1: Strategic Planning	15	15	25	35	**90**
Phase 2: Execution of Audit Plan	5	15	35	45	**100**
Phase 3: Evaluation of Audit Results	5	15	25	30	**75**
Phase 4: Reporting	10	15	15	0	**40**
Total Hours	**35**	**60**	**100**	**110**	305

Note: The Uniform Guidance states that the auditor must use a risk-based approach to determine which federal programs are major programs. This determination will affect the scope of the Uniform Guidance compliance audit and the compliance requirements to be tested. The schedule of expenditures of federal awards, prepared by the Village, is the basis of the auditor's identification of type A and type B programs and documentation of our risk-based approach. Upon determination, audit hours for testing a major program significantly range due to program size, program compliance requirements, weaknesses in internal control over federal programs, if any, prior audit findings, program longevity, program clusters, program subrecipients, etc. **As such, related Single Audit hours will vary on an annual basis**.

Sample Size & Extent of Statistical Sampling

There are three types of tests that involve audit sampling (statistical and non-statistical sampling) which CBIZ will use:

- **Account Balance Tests**: Substantive tests of account balances are performed on year-end balances. Certain accounts justify a 100 percent examination, such as confirming an investment and bank balance, which does not involve sampling at all.
- **Transaction and Control Tests**: Substantive transaction and control tests are often combined to use one sample to achieve more than one audit objective. We often test the controls to verify that the transactions were properly authorized in accordance with the Village's procedures.

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- Compliance Tests: Compliance tests with laws and regulations are included with the tests of transactions and controls.

Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement.

The audit team will report on a weekly basis to management the status of any potential adjustments so that management may have adequate time to investigate, gather information and respond, if necessary. We use a risk-based assessment of the opportunities for a material financial statement error or irregularity to occur and remain undetected.

Information Technology Audit Techniques

In accordance with Professional Auditing Standards, we are required to gain an understanding of the procedures, both automated and manual, by which transactions are initiated, recorded, processed and reported, from their occurrence to their inclusion in the financial statements. During the planning stage of our audit, we evaluate the effect information technology (IT) will have in performing our audit procedures. This evaluation includes obtaining an understanding (generally through observations and inquiries of IT personnel) of internal controls and identifying those controls that are automated. Our approach includes review of IT general controls as follows:

- Security—Physical and Access Controls
- Change Management for Systems and Configurations
- Application/System Development and Customization
- IT Risk Management
- Data Backup and Recovery/Business Continuity Plans
- Electronic Banking Wire and ACH Security
- Segregation of Duties within Systems and IT function

When key internal controls are automated, we use our IT specialist to perform a detailed review of those automated controls. The assigned IT Risk Audit Managing Director, Joe Layne, will then communicate to the audit engagement team as to whether such controls are working as prescribed by management. With this information, the audit engagement team determines the extent of their audit procedures.

In certain situations where there is significant accounting data processed electronically, we use several state-of-the-art software programs (IDEA and Teammate Analysis) to extract and summarize computerized financial data files. These programs provide an efficient way for us to extract and test computerized accounting information, enabling us to audit through the computer, rather than around the computer. Some of the uses of this program are:

- Retrieving aged receivables information
- Extracting credit balances in accounts receivable reports
- Extracting pre-determined sample items from reports for testing
- Merging files for the purposes of extracting information that meets predetermined criteria
- Sorting information and footing report
- Searching for anomalies
- Searching for related party transactions
- Searching disbursements for selected vendors
- Journal Entries Testing

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Secure Data Request & Collection Procedure (Use of EDP Software)

An "Auditor Request List" will be prepared and delivered to you prior to, or shortly after, the close of the Planning meeting. The requested schedules, report, agreements, etc. requested in the "Auditor Request List" are collected by CBIZ via a secure workflow tool. Our information technology department has established a secure workflow data management tool ("Suralink") on our network for each of our clients.

We use the Suralink site as a virtual common workspace that is keyed to our data request lists and electronic audit system. We have been using the software for the past five years with much success. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our client service team directly into our electronic work programs. This web-based tool minimizes the use of e-mails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients both time and money.

In addition, Suralink provides real-time audit update information which is available at any time to the Village, such as the current progress of the audit and the status of the audit requests specifically tailored to the engagement. All this information is available through the Suralink dashboard.

Analytical Procedures

Tasks to be performed in Phase II of CBIZ's Audit Process include applying analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.

Analytical procedures will be performed at both the government-wide and fund level financial statement and will include the following, where applicable:

- Comparison of original budget (revenue sources and appropriations) to actual amounts.
- Comparison of major revenue, expenses, and expenditure amounts to:
    - Preliminary expectations based on budgets and forecasts.
    - Prior year's amounts
- Consideration, to the extent applicable, of the certain key financial relationships in relation to preliminary expectations to determine if there are unusual or unexpected balances or unexpected relationships.
- Analytical procedures will be used in substantive testing for certain revenue and expenditure activities, when deemed efficient.

Communication & Planning



Our firm believes that open and honest communication is a hallmark of strong client service, and without open and honest dialogue, the auditor/client relationship cannot properly function. During the planning phase of the audit, CBIZ will schedule a "Planning Kick-Off Meeting" with your organization's management.

This meeting allows our team to meet in person with management and revisit audit time frames and due dates, as well as determine the level of assistance we need from your staff and management team.

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Phase III: Evaluation of Audit Results

This phase includes a review of all audit documentation by the managing directors to ensure that testing and documentation support the conclusions reached. This phase also includes preliminary discussions with management of the audit findings.

CBIZ will accumulate misstatements identified during the audit, other than those that are clearly trivial and will determine whether the audit plan and strategy per audit area needs to be revised.

Phase IV: Reporting

In this phase of the audit, the engagement team will complete the tasks related to the closing of year-end balances and financial reporting. This will include final testing in areas including compliance, balance sheet accounts, revenues and expenditures. Upon receipt of the draft Annual Comprehensive Financial Report (ACFR), we will turn around the draft with our comments within seven to ten days. Final reports will be issued by the agreed upon date. The audit managing director and/or audit director will be available to present the audit report in person.

Exit Conference

Upon completion of audit work, CBIZ will hold a closing or exit conference with senior members of the Village's finance department. The exit conference assists CBIZ in obtaining the views of responsible officials concerning the findings, conclusions, and recommendations, as well as planned corrective action, as required by *Government Auditing Standards* and OMB Uniform Guidance.

This conference also provides the Village with an advance opportunity to discuss whether planned corrective actions adequately address the auditor's recommendations and to initiate corrective action without waiting for a final audit report. CBIZ will also consider having preliminary exit meetings with directors, department heads, and other operating personnel who have direct responsibility for financial management systems and/or the administration of federal awards.

Management Letter

CBIZ will prepare a management letter for the Village to identify systemic deficiencies observed. The letter also may offer recommendations for changes in accounting and other procedures in order to improve operations of the Village. As each potential management letter- point is identified in the audit process, the engagement team will document the condition, our recommendation, and the benefits of the recommended action. All potential comments will be reviewed with key staff members before issuance.

CBIZ's policy is to prepare this report as a vehicle for suggesting improvements to enhance efficiency, management effectiveness, and the degree of internal control. Findings (material weaknesses and significant deficiencies and material instances of noncompliance) are required to be reported in writing and will be included in the schedule of findings and questions costs.

Management Letter Adds Value **Beyond** the Financial Audit		
• Internal Controls Suggestions • Operational Suggestions	• Cost vs. Benefit Evaluations • Identify Areas for Efficiencies	• Workable Solutions • Collaborative Process

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Our Commitment

We will act as a valued advisor to recommend meaningful operation solutions, leverage our Firm resources to your benefit, and make ourselves readily available to the Village.

What You Can Expect

- Understanding Your Organization
- Risk Assessment
- Testing Internal Controls as Applicable
- Operational & Technology Efficiencies
- Best Practices
- Tax Compliance
- Implementation of New Accounting Standards
- Year-round Communications with Management
- Communications with Your Governance

Identification of Anticipated Potential Audit Problems

CBIZ does not anticipate any issues meeting the Village's desired audit timeline or RFP requirements. The combination of our CBIZ's resources, level of managing director involvement, and experienced team members provides an excellent service team of professionals capable of servicing the Village's needs. Having a complete government service team of 46 locally based individuals and more than 10,000 associates nationwide allows us to meet or exceed client deadlines. CBIZ is able to commence work immediately upon award.

Audit Project Timeline

We are committed to completing the audit procedure within the below timeframe or within any other reasonable schedule requested by the Village. We are available to begin the audit as soon as notification of the award has been issued. **We are ready and fully capable of commencing work with minimal notice, ensuring a swift and efficient start to the project**. Each of the following will be completed as stipulated by the RFP:

Audit Project Timeline

	Task	Estimated Completion
Ongoing Communication	Transition	As soon as possible
	Planning meeting with Management	October
	Interim fieldwork	December/January
	Draft financial statements and management letter	February
	Exit conference with Management to discuss the draft financial statements and Management Letter	March 15th
	Issuance of financial statements	March 31st or earlier
	Timely and proactive communication of developments to management and governance	Ongoing

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TAB 7: Required Proposal Submittal Forms

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

SUB-COMPANY/COMPANY LIST

The Company shall list all proposed Sub-Company/Company to be used on this project if they are awarded the Agreement.

Classification of Work	Sub-Company/Company Name	Address	Telephone and Fax
N/A			

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: City of Sunny Isles, Florida

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

Contracted Services Information:

Scope of Work: Financial Statement Audit, ACFR Preparation, and Federal/State Single Audit, if applicable.

Initial Value of Contract: $70,500 (all combined services) Final Value of Contract: $75,375 (all combined services)

Length of Contract: Fiscal Year 2022 through Fiscal Year 2026

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:

CBIZ has provided knowledgeable, responsive and professional staff to handle our annual audit.

Name of Public Entity/Company: City of Sunny Isles Beach

Name of Individual completing this form: Tiffany D. Neely

Signature: Tiffany Neely Title: Finance Director

Telephone: 305-792-1805 Email: tneely@sibfl.net

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Town of Surfside, Florida

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

Contracted Services Information:

Scope of Work: Town Audit, Stand-alone Pension Audit, Federal Single Audit, and Florida Single Audit, is applicable.

Initial Value of Contract: $88,250 (FY2023) Final Value of Contract: $91,840 (FY2025)

Length of Contract: Contract commenced in FY2023 and goes through FY2026

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:

CBIZ auditors demonstrate strong professionalism, attention to detail, and expertise throughout the process. They communicate clearly and provide valuable insights that make the audit efficient and highly beneficial. Their responsiveness and collaborative approach contribute to a smooth and productive experience.

Name of Public Entity/Company: Town of Surfside

Name of Individual completing this form: Sandra Siefken

Signature: _____ Title: Finance Director

Telephone: (305)861-4863 Email: ssiefken@townofsurfsidefl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: City of Miami Springs, Florida

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

Contracted Services Information:

Scope of Work: City Audit, Federal Single Audit, Florida Single Audit, and TCT Audit, as applicable.

Initial Value of Contract: $74,250 (FY2024) Final Value of Contract: $77,000 (FY2025)

Length of Contract: Contract commenced in FY2024 and goes through FY 2029

Would you enter into a contract with the Company in the future? X Yes ____ No

Were the services provided acceptable and of quality standards: X Yes ____ No

Was the Company responsive to your requests and resourceful with the task? X Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
X Yes ____ No

If you responded no to any of the above please provide details:
N/A

Comments:

Professional and knowledgeable team. The partner, Branden Lopez is always available for assistance and guidance.

Name of Public Entity/Company: City of Miami Springs

Name of Individual completing this form: Christopher Chiocca

Signature: C. Chiocca Title: Finance Director

Telephone: 305-805-5019 Email: chioccac@miamisprings-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: City of Hallandale Beach, Florida

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

Contracted Services Information:

Scope of Work: City Audit, CRA Audit, ACFR Preparation, if desired, Federal/State Single Audit, if applicable., and SurTax Audit.

Initial Value of Contract: $124,000 (FY2023) Final Value of Contract: $147,000 (FY2025)

Length of Contract: Contract commenced in FY2023 through current

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 City issued on time for the first time in 16 years. Great team to work with!

Name of Public Entity/Company: CITY OF HALLANDALE BEACH

Name of Individual completing this form: GEOVANNE NESTE

Signature: _____ Title: Finance Director

Telephone: 954-457-1370 Email: Gneste@cohb.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: North Bay Village, Florida

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

Contracted Services Information:

Scope of Work: Village Audit, Federal Single Audit, Florida Single Audit, and TCT Audit, as applicable.

Initial Value of Contract: $85,500 (FY2024) Final Value of Contract: $87,300 (FY2025)

Length of Contract: Contract commenced in FY2024 and goes through FY2028

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:

This is the first year that we had CBIZ as the Village's auditor. We have found them to be very professional and responsive to any situation we encountered. Their staff is highly qualified and very prepared. We are very satisfied with the way our audit was performed and how they presented the Annual Report to our Governing body, very clear and understandable.

Name of Public Entity/Company: NORTH BAY VILLAGE

Name of Individual completing this form: MAYTE D GAMIOTEA

Signature: Mayte D Gamiotea Title: CHIEF FINANCIAL OFFICER

Telephone: 786-714-4251 Email: mgamiotea@nbvillage.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.

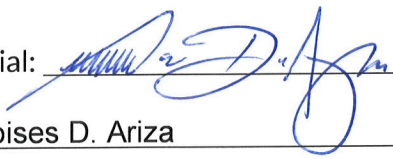
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

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): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Moises D. Ariza being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: CBIZ CPAs P.C. _____, 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): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Branden Lopez
NOTARY PUBLIC, STATE OF FLORIDA

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 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 Moises D. Ariza

For CBIZ CPAs P.C.

Whose business address is: One Southeast Third Avenue, Suite 1100, Miami, FL 33131

And (if applicable) its Federal Employer Identification Number (FEIN) is: 43-1947695

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): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. (He)/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Branden Lopez
NOTARY PUBLIC, STATE OF FLORIDA

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 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: Moises D. Ariza
(print individual's name and title)

for: CBIZ CPAs P.C.
(print name of entity submitting sworn statement)

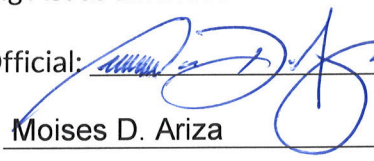
whose business address is: One Southeast Third Avenue, Suite 1100, Miami, FL 33131

and (if applicable) its Federal Employer Identification Number (FEIN) is: 43-1947695

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.

Signature of Official: 

Name (typed): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** _X_ **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. (He)/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Branden Lopez
NOTARY PUBLIC, STATE OF FLORIDA

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 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, Moises D. Ariza 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:

43-1947695

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

CBIZ CPAs P.C.

Name of Entity, Individual, Partners or Corporation

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

One SE Third Avenue, Suite 1100, Miami, FL 33131

Street Address Suite Village State Zip Code

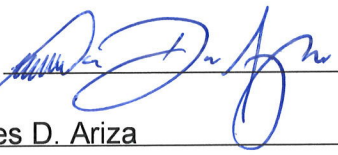
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OWNERSHIP DISCLOSURE AFFIDAVIT

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
No sole ownership of 5% or more exists.		%
		%
		%

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 - see above

Signature of Official: 

Name (typed): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Branden Lopez
NOTARY PUBLIC, STATE OF FLORIDA

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We CBIZ CPAs P.C. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2026-06-008, 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 - no subcontractors

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza.
(He)/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 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): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. (He)/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Branden Lopez
NOTARY PUBLIC, STATE OF FLORIDA

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 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 May 1, 2026 at Miami-Dade County under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Moises D. Ariza

Title: Shareholder

Company: CBIZ CPAs P.C.

Date: 5/1/26

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Moises D. Ariza (the individual attesting below), being duly authorized byand on behalf of CBIZ CPAs P.C. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 1st day of May, 2026.

Signature of Affiant

Print or Type Name: Moises D. Ariza

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. (He)/She was X personally known, _____ or produced _____ as a form of identification.

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

Signed and sworn to (or affirmed) before me,

this the 1st day of May, 2026.

My Commission Expires: June 4, 2028

Branden Lopez
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: Moises D. Ariza

Title: Shareholder

Signature: _____ Date: 5/1/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: CBIZ CPAs P.C. ("**Company**")

Vendor FEIN: 43-1947695

Address: One SE Third Avenue, Suite 1100

City: Miami State: FL Zip: 33131

Phone number: 305.995.9600 Email Address: Moises.Ariza@CBIZ.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.

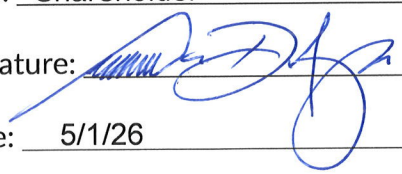
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Moises D. Ariza

Title: Shareholder

Signature: 

Date: 5/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Moises D. Ariza. (He)/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Branden Lopez
NOTARY PUBLIC, STATE OF FLORIDA

BRANDEN LOPEZ
Notary Public - State of Florida
Commission # HH 527815
My Comm. Expires Jun 4, 2028

ADDENDUM NO. 1

Date: April 22nd, 2026

To: All Interested Parties

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

Re: Request for Proposal No. 2026-06-008
VPB – Auditing Services

This Addendum forms part of the Request for Proposal (RFP) Package advertised on March 31st, 2026, and with a proposal opening date of May 1st, 2026, with any amendments and/or additions noted below.

Question No. 1: Could you please confirm the total fees paid for the audit of the financial statements for each of the following fiscal years, September 30th, 2025, and September 30th, 2024.

Could you please confirm the total fees paid for the Federal and/or State Single Audit for each of those same fiscal years, September 30th, 2025, September 30th, 2024.

Response: *FY25 $45000 and $8000.*

FY24 $40650 and $8000.

Question No. 2: Is the prior auditor being considered for re-appointment and how long were they your auditor?

Response: *Yes, six (6) years.*

Question No. 3: Please provide summary of the accounting department personnel and their relevant experience.

Response: *Please be advised that this information is available on the Village's website.*

Question No. 4: Are there any auditing problems / difficulties we need to be made aware of?

Response: *No.*

Question No. 5: Do you have an audit committee or equivalent oversight by the Village?

Response: *No.*

Question No. 6: Is all of the accounting performed in one office, on one system? If not, how many accounting systems and locations are involved?

Response: *One (1) office and three (3) software modules interfacing into one (1) accounting system.*

Question No. 7: Is the fixed asset detail maintained in a fixed asset software system or on excel spreadsheets?

Response: *Excel spreadsheet.*

Question No. 8: Do you typically prepare the financial statements and footnotes or does the audit firm prepare them?

Response: *The Auditor prepares the financial statements.*

Question No. 9: Can you provide the prior year trial balance and audit adjustments, or give an indication of the number of adjustments and a description of the entries, if any?

Response: *Four (4) mainly FYE accruals.*

Question No. 10: Can we please get a copy of the budget or any interim financial statements for the current fiscal year.

Response: *Please be advised that this information is available on the Village's website.*

Question No. 11: What is the expected timeline for audit fieldwork? Expected start and completion date?

Response: *Must be completed by March 31st.*

Question No. 12: What is your preference of how field work is performed (remote, in person, hybrid, etc.)?

Response: *Any is OK.*

Question No. 13: If possible, can you indicate the professional fees for the most recent audit, or the number of hours incurred on the engagement.

Response: *Please reference question #1.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-06-008

Title: VPB – Auditing Services

Name of Company CBIZ CPAs P.C.

Date Addendum Received April 23, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Moises D. Ariza

Signature

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

TAB 8: Cost of Services

Please refer to separate sealed envelope.

CBIZ Advisors, LLC is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services.

Appendix A: Licenses

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.)

CBIZ CPAs P.C.

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

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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 . . . . . ☐

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.)

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

700 W 47th Street, Suite 1100

6 City, state, and ZIP code

Kansas City, MO 64112

Requester's name and address (optional)

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

4	3	–	1	9	4	7	6	9	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 for Part II, later.

Sign Here **Signature of U.S. person** Chris Mirasch **Date** 8/23/24

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

CITY OF MIAMI
BUSINESS TAX RECEIPT

FY 25- 26

ISSUED:
Oct 01, 2025

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME:	**CBIZ CPAS P.C.**
DBA:	CBIZ CPAS P.C.
BTR HOLDER NAME:	CBIZ CPAS P.C.
BUSINESS ADDRESS:	1 SE 3 AV 1100
EXPIRES:	Effective Year Oct. 1 2025 Thru Sep. 30 2026
ACCOUNT NUMBER:	252796
RECEIPT NUMBER:	209312
COMMENTS:	ACCOUNTING P.A.,CORP.,CO.,FIRM
RESTRICTIONS:	

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any licenseor permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

· PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.

· FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.

· TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

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LICENSEE DETAILS

6:58:45 PM 2/27/2026

Licensee Information

Name:	**CBIZ CPAS P.C. (Primary Name)**
Main Address:	**730 3RD AVENUE 11TH FLOOR NEW YORK New York 10017**
License Mailing:	**700 WEST 47TH STREET, SUITE 1100 KANSAS CITY MO 64112**
County:	**OUT OF STATE**

License Information

License Type:	**FIRM**
Rank:	**CPA Firms**
License Number:	**AD63267**
Status:	**Current**
Licensure Date:	**02/20/2003**
Expires:	**12/31/2027**

Special Qualifications	Qualification Effective
Corporation	**02/20/2003**

Alternate Names

View Related License Information
View License Complaint

Detail by Entity Name

Foreign Profit Corporation
CBIZ CPAS P.C.

Filing Information

Document Number	F03000000092
FEI/EIN Number	43-1947695
Date Filed	01/08/2003
State	MO
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/13/2024
Event Effective Date	NONE

Principal Address

730 3rd Avenue
11th Floor
New York, NY 10017

Changed: 02/20/2026

Mailing Address

700 W 47th St
Suite 1100
Kansas City, MO 64112

Changed: 02/20/2026

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/22/2014

Address Changed: 08/22/2014

Officer/Director Detail

Name & Address

Title Director

Lilly, Jennifer
11100 Northeast 8th Street
Suite 400
Bellevue, WA 98004

Title Director, COO

Gragnani, Andrew
730 3rd Avenue
11th Floor
New York, NY 10017

Title Director, President, CEO

Gluck, Jeffrey
730 3rd Avenue
11th Floor
New York, NY 10017

Title Director

Cohen, Michael
340 Mount Kemble Avenue
2nd Floor
Morristown, NJ 07960

Title Director

Schlisselfeld, Abe
685 Third Ave
New York, NY 10017

Title Secretary

Mann Jr., William D.
700 West 47th Street
Suite 1100
Kansas City, MO 64112

Title Director

Languirand, Paul
One Citizens Plaza
9th Floor
Providence, RI 02903

Title Treasurer

Munsch, Christopher
700 West 47th Street
Suite 1100
Kansas City, MO 64112

Title Director

Larsen, Katina
700 W 47th St
Suite 1100
Kansas City, MO 64112

Title Director

Banerjee, Sougata
600 Anton Boulevard
Suite 1600
Costa Mesa, CA 92626

Title Director

Burton, Dana
140 Fountain Parway North
Suite 410
St Petersburg, FL 33716

Annual Reports

Report Year	Filed Date
2024	04/21/2024
2025	03/24/2025
2026	02/20/2026

Document Images

02/20/2026 -- ANNUAL REPORT	View image in PDF format
03/24/2025 -- ANNUAL REPORT	View image in PDF format
08/13/2024 -- Name Change	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- ANNUAL REPORT	View image in PDF format
02/04/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
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04/09/2015 -- ANNUAL REPORT	View image in PDF format
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02/24/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- ANNUAL REPORT	View image in PDF format
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Public File Listing

Click on the Firm Name to display publicly available information about the firm. Peer review documents will also be shown for firms that have had an accepted peer review and are in PCPS, EBPAQC, GAQC or firms that have voluntarily made their documents public.

Revise Search

Firm Name	Firm Number	City	State	Program	Centers
CBIZ CPAs P.C.	900010092459	Kansas City	MO	AICPA Peer Review Program	PCPS,EBPAQC,GAQC

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PowerPass users must currently call or email Member Services to have courses added. Call 850-224-2727x1 or email msc@ficpa.org with the course(s) you would like to register for. We hope to have this resolved soon.

FICPA
Florida Institute of Certified Public Accountants

Back to Directory

CBIZ, Inc

Contact Information

Referral Contact:

Shari Bellingham

Sbellingham@Cbizgl.Com

Phone:

561-994-5050

Fax:

561-241-0071

Address:

2255 Glades Rd Ste 321A

Boca Raton, FL 33431

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING



MOISES DAVID ARIZA

Record Last Updated: 2026-02-20

Business Address

ARIZA, MOISES DAVID
MIAMI, FL
US

Mailing Address

MIAMI, FL
US

Contact the FL Board for official verification of information →

License

License / Permit / Certification Number	AC45440
CPE ID	CPE-296F3
Registration Number	-
License / Permit / Certification Status	CURRENT, ACTIVE
License Type	CERTIFIED PUBLIC ACCOUNTANT
Basis for License	EXAM
Issue Date	2012-12-21
Expiration Date	2027-12-31

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING



BEILA SHERMAN

Record Last Updated: 2026-02-20

Business Address

SHERMAN, BEILA
FORT LAUDERDALE, FL
US

Mailing Address

CORAL SPRINGS, FL
US

Contact the FL Board for official verification of information →

License

License / Permit / Certification Number	AC0032647
CPE ID	CPE-2559F24
Registration Number	-
License / Permit / Certification Status	CURRENT, ACTIVE
License Type	CERTIFIED PUBLIC ACCOUNTANT
Basis for License	-
Issue Date	1999-12-07
Expiration Date	2026-12-31

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING



ELIAS JOSE RODRIGUEZ

Record Last Updated: 2026-04-08

Business Address

RODRIGUEZ, ELIAS JOSE
TAMARAC, FL
US

Mailing Address

TAMARAC, FL
US

Contact the FL Board for official verification of information →

License

License / Permit / Certification Number	AC58481
CPE ID	CPE-10D82A8
Registration Number	-
License / Permit / Certification Status	CURRENT, ACTIVE
License Type	CERTIFIED PUBLIC ACCOUNTANT
Basis for License	UPGRADE
Issue Date	2022-07-15
Expiration Date	2027-12-31

Appendix B: Peer Review Reports

Report on the Firm's System of Quality Control

September 22, 2023
To the Shareholders of Mayer Hoffman McCann P.C.
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Mayer Hoffman McCann P.C. (the firm) in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control applicable to engagements not subject to PCAOB permanent inspection for the accounting and auditing practice of Mayer Hofmann McCann P.C. in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Mayer Hoffman McCann P.C. has received a peer review rating of *pass*.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Report on the Firm's System of Quality Control

October 6, 2020

To the Shareholders
and the National Peer Review Committee
of Mayer Hoffman McCann P.C.

We have reviewed the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Mayer Hoffman McCann P.C. (the Firm) in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagement).
As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Mayer Hoffman McCann, P.C. in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mayer Hoffman McCann P.C. has received a peer review rating of *pass*.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Appendix C: Sample Reports

Independent Auditors' Report

To the Honorable Mayor, Village Council, and Village Manager
Village of Palmetto Bay, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Village of Palmetto Bay, Florida (the "Village"), as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2025, and the respective changes in financial position, for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

SAMPLE REPORTS

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards"*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 13, the Budgetary Comparison Schedule – General Fund and related notes, and the Schedule of Changes in Total OPEB Liability and Related Ratios on pages 47 through 49, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

SAMPLE REPORTS

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining financial statements as listed in the table of contents and the schedule of expenditures of state financial assistance, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining financial statements and the schedule of expenditures of state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated __, 2026 on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Miami, Florida
_____, 2026

SAMPLE REPORTS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor, Village Council, and Village Manager
Village of Palmetto Bay, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards"*), the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Village of Palmetto Bay, Florida (the "Village") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated _____, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

SAMPLE REPORTS

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Miami, Florida
_____, 2026

SAMPLE REPORTS

Independent Auditors' Report on Compliance for the Major State Project and Report on Internal Control over Compliance Required by Chapter 10.550, Rules of the Auditor General

To the Honorable Mayor, Village Council, and Village Manager
Village of Palmetto Bay, Florida

SAMPLE REPORTS

Report on Compliance for the Major State Project

Opinion on the Major State Project

We have audited Village of Palmetto Bay, Florida (the "Village")'s compliance with the types of compliance requirements identified as subject to audit in the *State of Florida Department of Financial Services'* State Projects Compliance Supplement, that could have a direct and material effect on the Village's major state project for the fiscal year ended September 30, 2025. The Village's major state project is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect the major state project for the fiscal year ended September 30, 2025.

Basis for Opinion on the Major State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards"*); and the audit requirements of Chapter 10.550, Rules of the Auditor General (Chapter 10.550). Our responsibilities under those standards and Chapter 10.550 are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major state project. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Village's state projects.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and Chapter 10.550 will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of the major state project as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and Chapter 10.550, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Chapter 10.550, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses and significant deficiencies in internal control over compliance may exist that were not identified.

SAMPLE REPORTS

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Chapter 10.550. Accordingly, this report is not suitable for any other purpose.

Miami, Florida
_____, 2026

SAMPLE REPORTS

Management Letter In Accordance With The Rules of The Auditor General of The State of Florida

To the Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

SAMPLE REPORTS

Report on the Financial Statements

We have audited the financial statements of the Village of Palmetto Bay, Florida (the "Village"), as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated ____, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for the Major State Project and Report on Internal Control over Compliance Required by Chapter 10.550, Rules of the Auditor General; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated _____, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the prior year that required corrective actions.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 of the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. The financial condition assessment was performed as of fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Village's geographical boundaries during the fiscal year under audit. There was a PACE Program operating within the Village's geographical boundaries during the fiscal year under audit.

As required by Section 10.554(1)(i)6.b., Rules of the Auditor General, the below is a list of all program administrators and third-party administrators that administered the program.

As required by Section 10.554(1)(i)6.c., Rules of the Auditor General, the full names and contact information of each such program administrator and third-party administrator are provided below.

Type of Administrator	Entity Name	Contact Information		
		Name	Title	Email/Phone No.
Third Party	Ygrene Energy Fund Florida LLC	Mark Scheffel	VP Gov't Affairs	mark.scheffel@ygrene.com 303-523-3497
Program	Florida Green Finance Authority	James Candela	District Manager	jcandela@sdsinc.org 561-530-4922

SAMPLE REPORTS

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate failure a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component unit that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statute.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Village Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Miami, Florida
_____, 2026

SAMPLE REPORTS

Independent Accountants' Report on Compliance
Pursuant to Section 218.415, Florida Statutes

To the Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

We have examined the Village of Palmetto Bay, Florida (the "Village") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2025. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Village's compliance with specified requirements.

In our opinion, the Village complied, in all material respects, with Section 218.415, Florida Statutes, for the fiscal year ended September 30, 2025.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

Miami, Florida
_____, 2026

SAMPLE REPORTS

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

PROPOSAL FOR AUDITING SERVICES FOR THE

VILLAGE OF PALMETTO BAY, FLORIDA

Subject: RFP #2026-06-008 Auditing Services for the Village of Palmetto Bay from FY 2026-2030

May 1, 2026



Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210
Miami, FL 33156

Andrew S. Fierman, CPA Partner
afierman@cflgcpa.com
T: 305.680.5145 **F:** 305.662.4266
FEI# 55-0912340 CPA License#: AD64536

Transmittal Letter

CABALLERO FIERMAN
LLERENA + GARCIA LLP

accountants | advisors

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210
Miami, FL 33156
T: 305.662.7272 **F:** 305.662.4266
CFLGCPA.COM

May 1, 2026

Alessia Bencomo, Procurement Specialist
Finance Department - Procurement Division
Village of Palmetto Bay
9705 East Hibiscus Street
Pametto Bay, Florida 33157

Re: **REQUEST FOR PROPOSAL for Auditing Services (RFP #2026-06-008)**

Caballero Fierman Llerena & Garcia LLP (CFLG) appreciates this opportunity to respond to your Request for Proposal for Auditing Services for the Village of Palmetto Bay, Florida (the "Village"). The firm consists of Certified Public Accountants and professionals dedicated to serving the public sector. CFLG has been providing professional CPA services throughout Florida for the past 50 years and are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Caballero Fierman Llerena & Garcia LLP is also a member of the AICPA's Government Audit Quality Center and Employee Benefit Plan Audit Quality Center.

We are ***uniquely qualified*** to perform Auditing Services for the Village because:

Our Firm and Team assigned has performed numerous audits of governmental entities which include

Municipality	Professional services performed
* City of North Miami Beach	Financial Audit, Single Audit, Utility Funds, Pension, CRA and OPEB Trust
* City of Miramar	Financial Audit, Utility Fund, Single Audit and OPEB Trust
* City of South Miami	Financial Audit, Single Audit, Pension Plans, and CRA.
* Miami Shores Village	Financial Audit, Utility Funds, Pension Plans, GOB, and Single Audit.
* City of Hialeah	Financial Audit, Utility Funds, Pension Plan, GOB, TCT, and Single Audit.
City of Hialeah Gardens	Financial Audit, Utility Funds, Pension Plan, GOB, and Single Audit.
* City of Miami Springs	Financial Audit, Utility Funds, GOB, Single Audits, and Pension Plans.
* Town of Cutler Bay	Financial Audit, Utility Fund, GOB, TCT, and Single Audit.
* City of Parkland	Financial Audit and Single Audit.
* City of Doral	Financial Audit, Utility Fund, and Single Audit.
Performing Arts Center Authority	Financial Audit

* This municipality submits for the Certificate of Achievement for Excellence in Financial Reporting with the GFOA certificate program and has received the certificate for all the years under our contract.

Our team, based out of our Miami Office offers the ***following advantages:***

Experienced Personnel On-The-Job: Our Management Team's CPAs average:
- over 25 years of professional practice in the governmental audit field;
- over 15 years working together as a team

Knowledgeable Team: Because our team members are devoted to the public sector, we are experts in the intricacies of governmental accounting and the unique issues affecting your Village.

Management Involvement: Unlike most firms:
- the professionals assigned to your engagement focus the majority of their time working exclusively with governmental organizations
- because of our experience, we will use your staff's time efficiently and serve as a valuable resource for your organization: your personnel will not waste time "training our personnel".

Please note the following "Key" Engagement Team Members assigned to your Engagement:

1 Quality Control Partner
1 Engagement Partner
1 Senior Manager
1 Manager
4 Total Key Team Members

We humbly ask you to compare the expertise of our "Key" Engagement Team to our peer competition assigned teams. We are confident you will not see another firm assigning our level of experience to your engagement. We also commit to making a good faith effort to maintain a consistent team over the life of the contract.

GFOA CERTIFICATE OF ACHIEVEMENT reporting/submittal requirements: CFLG is proud to have assisted all of the Municipalities listed on the previous page, which are presently participating in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program (CAFR), qualify for this award. Additionally, many of the Engagement Team Members participate in the GFOA's CAFR review program.

Smooth Transition: transition will be smooth, with minimal disruption of the Village's staff and operations. We can guarantee this due to our engagement team's governmental audit experience and our previous experience with the Village.

On-Site Decision Makers: Unlike most other firms, ***our partners are regularly on-site during the engagement***. This ensures that any audit issues will be resolved efficiently and timely since the key individuals of the engagement will be on-site during the audit.

Satisfied Clients: We have included references for several cities and have also included several letters of recommendations. (see appendix A)

Immediate Service Responsiveness: Accessible to clients regarding ANY comments, questions, or concerns.

Timely Delivery of Services: We understand the importance of completing the audit and issuing the audited financial statements in a timely manner and will work closely with you and your staff to meet and exceed your expectations.

Fees: We recognize that engaging and accounting firm is an important investment of the Village. You can expect that we are competitively priced and that your investment in us will add value to your Village.

Take a "Get the Job Done" approach to our Engagements: We will dedicate as many resources and people as necessary to complete the engagement within the specified time frame.

Based on our understanding of your expectations and the requirements set forth in your RFP, we will summarize the scope of our proposed services and our audit approach. We will demonstrate how our approach surpasses other firms and exceeds the Village's expectations. We will perform an annual examination of the basic financial statements of the Village of Palmetto Bay, Florida for the Fiscal Years Ending September 30, 2026 through 2030. The objective of our audit will be to issue an auditors' opinion and conduct an audit of the Village's financial statements in accordance with Generally Accepted Auditing Standards (GAAS) and the standards applicable to financial audits contained in ***Government Auditing Standards***, issued by the Controller General of the United States. Our audit scope will encompass the additional activities required to establish compliance with the Federal Single Audit Act, as amended; United States office of Management and Budget (OMB) 2 CFR 200, Uniform Guidance, other applicable Federal Laws; and the Florida Single Audit Act as approporiate.

We commit to perform the work within the time period described in your request for proposal.

The firm will be involved throughout the entire year, by providing assistance in resolving issues and informing the Village of new evolving issues and related matters of importance.

This proposal is a firm and irrevocable offer. Andrew S. Fierman, CPA, a partner in our firm's assurance services department is authorized to make representations for and to bind the firm. He can be reached at (786) 390-5831. His e-mail address is afierman@cflgcpa.com. Please do not hesitate to call or email if you have any questions about the information provided in this proposal. We thank you for considering our firm's qualifications and experience and look forward to serving you.

Very truly yours,



Andrew S. Fierman, CPA- Partner
Caballero Fierman Llerena & Garcia LLP
FEI# 55-0912340
CPA License#: AD64536

TAB 1

Title Page

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

PROPOSAL FOR AUDITING SERVICES FOR THE

VILLAGE OF PALMETTO BAY, FLORIDA

Subject: RFP #2026-06-008 Auditing Services for the Village of Palmetto Bay from FY 2026-2030

May 1, 2026



Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210
Miami, FL 33156

Andrew S. Fierman, CPA Partner
afierman@cflgcpa.com
T: 305.662.7272 **F:** 305.662.4266
FEI# 55-0912340 CPA License#: AD64536

TAB 2

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CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants I advisors

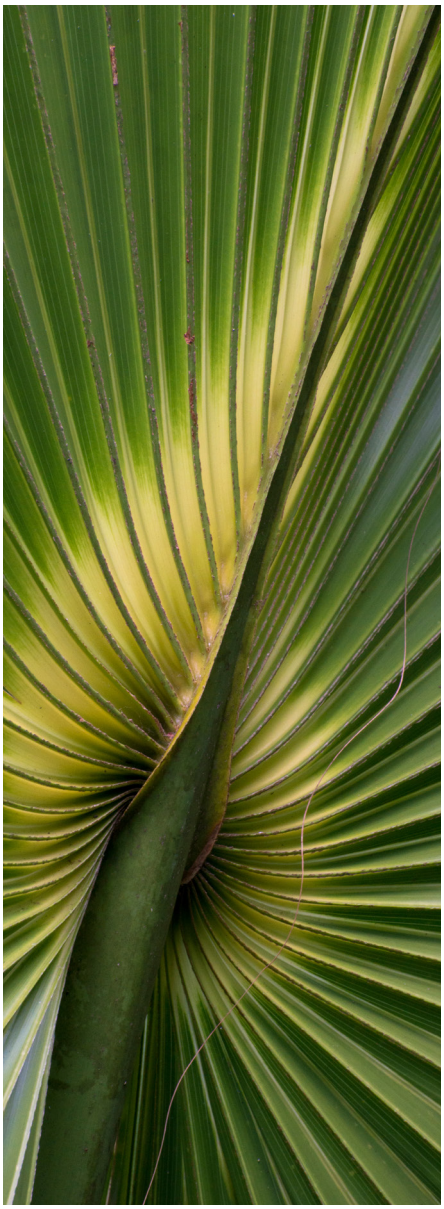


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TAB 3

General Information

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

VILLAGE OF
PALMETTO BAY,
FLORIDA



TAB 3 GENERAL INFORMATION

TECHNICAL PROPOSAL

ABOUT OUR FIRM

Caballero Fierman Llerena & Garcia LLP (CFLG) is a local Certified Public Accounting firm of professionals that work together on a continual basis with the main focus of serving the public sector. We were incorpoated in 2005 under the laws of the strate of Florida We are not part of a group of firms or agencies. CFLG is a professional limited liability partnership which provides comprehensive financial and compliance auditing, attestation and accounting, tax and other management consulting services. CFLG's partners have served the South Florida area for over 50 years. The firm currently has offices in Miami-Dade and Palm Beach Counties.

Our industry areas of specialization include:

- Governmental Organizations
- Local Government Retirement Plans
- Local Community Redevelopment Agencies
- Non Profit Organizations

CFLG's philosophy is to provide our clients with the same high level of service and resources they would expect from a large national firm, but with the personal attention of a small local firm. All of our audit clients have direct access to our partners and we have committed to have our partners involved throughout all phases of the audit. In other words, our partners are in the field during the audit and all the decision making is on site.

Our professional staff is prepared and fully qualified to help you determine your realistic present and future goals, and assist you in reaching them. We combine invaluable experience gained at some of the most highly regarded international accounting firms, with the kind of personal service these firms can seldom provide.

Every member of our professional staff at the firm is here because they combine outstanding accounting qualifications with proven communication skills and depth of character. Our governmental audit partners and staff are actively involved with recognized standard-setting organizations at the national level (GFOA), state level (FGFOA) and the local level SFGFOA and League of Cities). The firm is also a member of the AICPA Governmental Audit Quality Center, which holds our firm to a higher standard of quality. The staffing levels of our firm are described on the next page. This contact will be serviced by a team with members from our Miami office. Our firm has 29 total team members, 26 are based out of Miami and 3 in Boca Raton.

INDEPENDENCE

Caballero Fierman Llerena & Garcia LLP affirms that the firm and its personnel are independent of the Village of Palmetto Bay as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards. We will give written notice to the Village of any professional relationships entered into during the period of this engagement.

Our office hours are 8:30 am to 5:30 pm. Andrew Fierman will be the main contact for this contract and can be reached on his cell phone at 786-390-5831. Our firm website is www.cflgcpa.com. Our Miami office is located at 8950 SW 74th Court, Suite 1210, Miami, FL 33156.

LICENSE TO PRACTICE IN FLORIDA

CFLG is properly registered/licensed in the State of Florida as a professional limited liability partnership. All assigned key professional staff are properly registered/ licensed to practice public accounting in the State of Florida. See licenses at Appendix B.

Also, CFLG is a Miami Dade and Broward County certified minority/small business enterprise. See certifications at Appendix E.

TAB 4

Firm Qualifications and References

CABALLERO FIERMAN LLERENA + GARCIA LLP

accountants | advisors

VILLAGE OF
PALMETTO BAY,
FLORIDA



TAB 4 FIRM QUALIFICATIONS AND REFERENCES

A brief history of our firm as well as a detail of services provided can be found on the previous page. The following chart reflects our current organizational structure:

	Total Staff	Total CPA's	Public Sector Staff
Partners	7	7	3
Managers, Supervisor, Seniors	11	4	4
Staff Accountants	8	1	5
Other and Administrative	3	0	2
Total	**29**	**15**	**14**

Total of three CPA's assigned to the Village's Engagement, two Partners, one senior manager, one Manager, Senior and Staff Accountants as required. We are pleased to provide our best team out of our Miami Office to perform the services for the Village.

Andrew Fierman will be the main contact for any questions that may arise from any government agencies regarding our audit. He can be reached at 786-390-5831. The firm is proposing as the principal auditor and is not part of any joint venture or consortium. We will not be using any subcontractors on the proposed engagement team.

Report of Peer Review

Caballero Fierman Llerena & Garcia LLP's two most recent peer review reports are presented as Appendix D. The reviews included reviews of specific governmental engagements.

Participation in Quality Control Review Program

Caballero Fierman Llerena & Garcia LLP is a member of the Government Audit Quality Center and as such must comply with a comprehensive quality control process specific to governmental engagements.

Results of State and Federal Reviews

Caballero Fierman Llerena & Garcia LLP has never received an unacceptable review from a federal or state desk review of any of its workpapers.

Disciplinary Actions

Neither Caballero Fierman Llerena & Garcia LLP nor any of its partners have ever been involved in any disciplinary action by a regulatory agency or professional organization.

Firm's Financial Condition

CFLG is in a strong financial condition as evidenced by our years in business and track record with our current and past clients and obligations. CFLG has no bankruptcy, no pending litigation or impending merger or any other condition that would impede our ability to complete the project.

Identification of Anticipated Potential Audit Problems

We do not anticipate any potential audit problems at this time associated with the Village's audit. Due to our experience in this sector we will be able to work with management when potential audit problems arise requiring modification to the risk assessment and audit plan associated with the Village's audit.

Litigation

CFLG does not have any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.

VILLAGE OF **PALMETTO BAY**, FLORIDA



See below a listing of the firm's current municipal clients. The Firm serves as the lead auditor on all of these clients.

GOVERNMENTAL ENTITY			
Municipalities	**Fiscal Year-End**	**# of funds**	**Total Entity Revenue**
City of Hialeah Gardens	September 30	10	$26,543,341
City of Parkland	September 30	11	$61,829,541
Village of Golf	September 30	5	$5,169,195
Town of Golden Beach	September 30	5	$19,696,618
Town of Cutler Bay	September 30	11	$24,526,770
Village of El Portal	September 30	10	$4,057,083
Village of Biscayne Park	September 30	8	$4,083,243
Town of Loxahatchee Groves	September 30	6	$8,063,369
Indian Creek Village	September 30	4	$4,886,346
Village of Key Biscayne	September 30	7	$52,813,589
Village of Pinecrest	September 30	12	$30,484,867
Special Purpose Governments			
Miami Dade Housing Finance Authority	September 30	1	$1,532 634
Broward Center for the Performing Arts	September 30	1	$33,868,564
Bayfront Park Management Trust	September 30	1	$6,400,000
Local Govt Retirement Plans			
Homestead Elected Officials	December 31	1	$744,041
Homestead Elected Officials & Senior Mgmt.	December 31	1	$968,101
Homestead General Employees Plan	September 30	1	$9,716,822
Homestead Police Pension Plan	September 30	1	$7,764,728
Miami Shores Village General Employees Plan	September 30	1	$1,088,893
Miami Shores Village Police Officers Plan	September 30	1	$2,516,417
City of Hialeah Employees' Retirement System	September 30	1	$55,860,207
City of Hialeah Elected Officials Pension Plan	December 31	1	$925,290
City of Hialeah Gardens Police Officers' Pension Trust Fund	September 30	1	$1,198,336
Riviera Beach Police Pension Plan	September 30	1	$4,560,173
City of Miami Springs General Employees' Retirement System	September 30	1	$1,857,779
City of Miami Springs Police and Firefighters' Retirement System	September 30	1	$2,825,620

Before proposing on new business we evaluate our current commitments to ensure we can deliver the caliber of service our firm is known for. We have the necessary resources to meet the requirements of our projected commitment to the Village.

VILLAGE OF **PALMETTO BAY**, FLORIDA



On the previous page we provided a listing of our current municipal contracts. The proposed engagement team serviced many of those contracts but any of our available team members are qualified to provide the services requested by your RFP. CFLG is committed to the public sector and it represents over 85 percent of our annual workload. From the execution of the audits to the development of external and internal trainings to ensure we are current and qualified to be your trusted advisor, this is what we do year-round.

Financial Reporting Program

CFLG is proud to have assisted all the governmental clients who have participated in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program (CAFR) qualify for this award. This certificate program is recognized as the highest award in governmental financial reporting. The Certificate of Achievement has been awarded on all of the financial statements our Partners have reported in the certificate program. In addition, the several team members participate in the GFOA's CAFR review program

GFOA Certificate of Achievement for Excellence in

GOVERNMENTAL ENTITY				
Municipalities	**Utility Operations**	**CRA**	**TCT**	**Single Audit**
City of Hialeah Gardens	X			
City of Hialeah	X		X	X
City of Miami Springs	X			X
Town of Briny Breezes				
Town of Cutler Bay	X		X	X
Village of El Portal				
Village of Miami Shores	X			
Indian Creek Village	X			
City of Miramar	X			X
City of North Miami Beach	X	X	X	X
North Bay Village	X		X	X
City of South Miami		X		
City of Parkland				
City of Doral	X			X

As noted above we service a diverse group of municipalities that include utility operations, CRAs, Single Audits including CDBG, and TCT. In addition our firm has had experience with a new market tax credit transactions.



Most Significant Engagements Performed In The Last Five (5) Years

Below are the names, addresses, telephone numbers and e-mail addresses of Five (5) Governmental references in which the firm currently serves as principal auditors. Additional references can be provided upon request.

Agency Name	Town of Cutler Bay
Address	10720 Caribbean Blvd., Suite 210
City/State/Zip	Cutler Bay, Florida 33189
Phone/Fax	(786) 205-3348 / (305) 234-5884
Contact Name/Title	Robert Daddario, CPA, CGMA
Email Address	rdaddario@cutlerbay-fl.gov
Scope of Work	Financial Audit, Single Audit, Assistance with Annual Report
Contract Term	September 30, 2018 to present
Partner/ Hours	Andrew Fierman / 300 Hours

Agency Name	City of South Miami
Address	6130 Sunset Drive
City/State/Zip	South Miami, FL 33143
Phone/Fax	(305) 663-6343
Contact Name/Title	Alfredo Riverol, Chief Financial Officer
Email Address	ariverol@southmiamifl.gov
Scope of Work	Financial, Single Audit, Pension, CRA, and Assistance with the Annual Report
Contract Term	September 30, 2019 to September 30 2024
Partner/ Hours	Andrew Fierman / 300 Hours

Agency Name	City of Miami Springs
Address	201 Westward Drive
City/State/Zip	Miami Springs, FL 33166
Phone/Fax	(305) 805-5000
Contact Name/Title	Chris Chiocca, Finance Director
Email Address	chioccac@miamisprings-fl.gov
Scope of Work	Financial Audit, Pensions, Utility Fund, and Single Audit
Contract Term	September 30, 2018 to September 30, 2023
Partner/ Hours	Enrique Llerena / 300 Hours



Agency Name	Village of Pinecrest
Address	12645 Pinecrest Parkway
City/State/Zip	Pinecrest, FL 33156
Phone/Fax	(305) 234-2121
Contact Name/Title	Marie Arteaga, Finance Director
Email Address	marteaga@pinecrest-fl.gov
Scope of Work	Financial, Single Audit, and Assistance with the ACFR
Contract Term	September 30, 2021 to Present
Partner/ Hours	Andrew Fierman / 400 Hours

Agency Name	City of Parkland
Address	6600 University Drive
City/State/Zip	Parkland, FL 33067
Phone/Fax	(954) 757-4124
Contact Name/Title	Kelly Schwartz, Finance Director
Email Address	kschwartz@cityofparkland.org
Scope of Work	Financial, Pension, Single Audit, and Assistance with the ACFR
Contract Term	September 30, 2019 to Present
Partner/ Hours	Enrique Llerena / 400 Hours

Note: The Village may speak with or send correspondence to any of the agencies listed during the evaluation phase. If additional references are needed, they can be provided upon request.

Letters of Recommendation
See Appendix A, as well as the reference forms completed by these entities included with the required forms.

Sample Reports
See Appendix F Sample Reports for sample formats of required reports.

Sample ACFR
See ACFR for the City of South Miami at
https://flauditor.gov/pages/mun_efile%20rpts/2025%20south%20miami.pdf

TAB 5

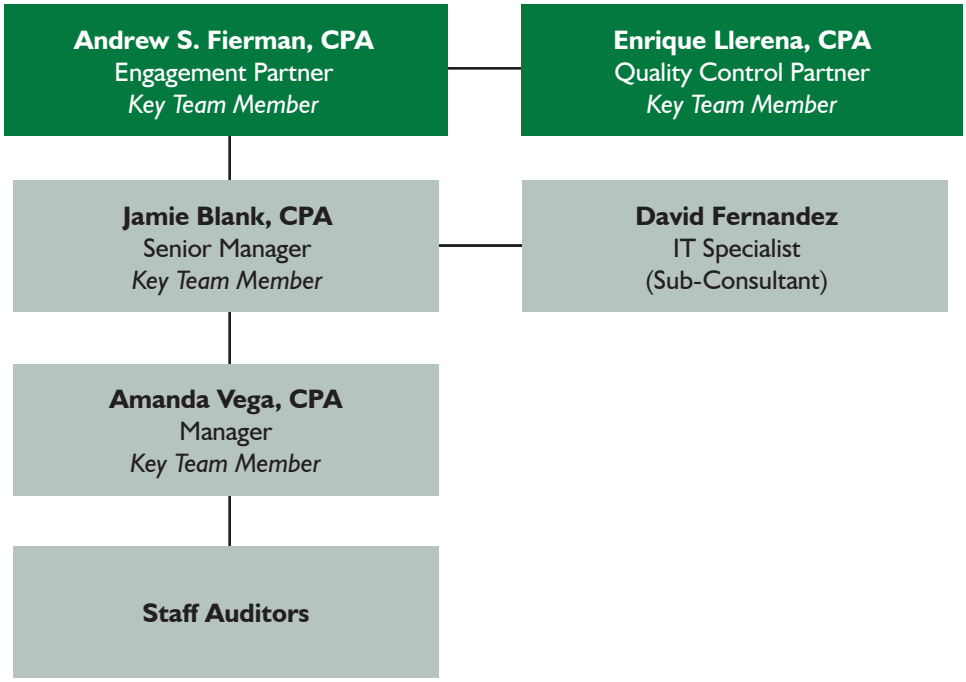
Qualifications of Key Personnel Assigned to the Engagement

CABALLERO FIERMAN LLERENA + GARCIA LLP

accountants | advisors



TAB 5 QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO THE ENGAGEMENT



Andrew S. Fierman, CPA (Engagement Partner)
- Over 23 Years of Total Governmental Audit Experience

Enrique Llerena, CPA (Quality Control Partner)
- Over 20 Years of Total Governmental Audit Experience

Jamie Blank, CPA (Senior Manager)
- Over 15 Years of Total Governmental Audit Experience

Amanda Vega, CPA (Manager)
- Over 8 Years of Total Governmental Audit Experience

David Fernandez (IT Specialist)
- Over 15 Years IT Experience

Key personnel will be available to the extent proposed for the duration of the project. No key team member will be removed or replaced without prior written concurrence of the Village.

All CPA licenses including evidence that they are active and in good standing are presented in Appendix B. In addition, all CPAs on the proposed engagement team have properly maintained the required CPE in governmental accounting as required by the Board of Accountancy.

All CPAs on the proposed engagement team have attended the Ethics for Governmental CPAs in Florida course.

All of our proposed team members are available for technical consultation to the Village.



Experience In Governmental Engagements

The engagement team that will serve the Village is composed of individuals who understand governmental entities and possess the technical skills and experience necessary to deliver quality audit services. Our team will include one Quality Control Partner, one Engagement Partner, one Senior Manager, one Manager and Senior and Staff Auditors as needed.

These professionals have a wide variety of experience in providing auditing, accounting and advisory services to governmental entities. In addition to their experience and knowledge, the members of the engagement team have the functional and technical skills to ensure the performance and completion of a comprehensive engagement.

Our senior engagement team of CPAs **have over 40 years combined of professional practice, all in the government audit field and the performance of financial and managerial services for governmental entities**. Unlike other firms' personnel, these individuals spend almost all of their time working with governmental and public sector agencies. This means they will not be wasting your time asking irrelevant questions and indeed, will be a fertile and beneficial resource to your organization.

Management Team

The management team who will serve the Village is composed of individuals who:

- Are licensed CPAs;
- Possess a comprehensive understanding of governmental entities;
- Are highly experienced in working with a variety of public sector clients;
- Demonstrate the technical skills necessary to deliver quality financial and managerial services;
- Average over 15 years of professional practice in governmental and auditing and accounting.

Engagement Partner

The Engagement Partner has direct responsibility for engagement policy, direction, supervision, security and communication with the Village's personnel. He will also ensure that the deliverables and all other reports are prepared in accordance with professional standards and firm policy.

He will be responsible for all phases of the engagement and will be:

- coordinating all services with the Village;
- directing the development of the overall engagement approach and plan;
- supervising staff; planning the engagement;
- preparing or modifying project plans, as needed;
- evaluating internal control and assessing risk;
- reviewing work product for compliance with the organization's requirements and completeness;
- communicating with the Village and the progress of the engagement; and
- reviewing deliverables and all reports issued by the firm for accuracy and completeness;
- and that they are prepared in accordance with professional standards and firm policy;
- leading meetings and discussions with key management personnel.

Andrew S. Fierman, CPA will be the Engagement Partner and a designated "KEY" engagement team member. Andrew was selected for his managerial, supervising and technical capabilities, more specifically for his experience in audits of governmental agencies. He has performed governmental audits for the past 23 years.



Quality Control Partner

The Quality Control Partner will be responsible for the quality control, supervision and confidentiality of information of the engagement and will be available to members of the engagement team and management of the Village as a high-level technical resource. In addition, the Quality Control Partner will also complete the following:

- Performing an overriding review of all deliverables;
- resolving technical accounting and reporting issues;
- reviewing and approving reports, management letters, and other engagement products; and attending meetings and discussions with key management personnel.

Enrique Llerena, CPA will be the Quality Control Partner and a designated "KEY" engagement team member. Enrique has 20 years experience in the in the governmental accounting and auditing sector. As the Quality Control Partner, he is responsible for reviewing the form and content of the audit workpapers and the auditors' report as well as the review of the Village's financial statements in accordance with Firm and professional standards.

Senior Manager

The Senior Manager will work closely with the Engagement Partner.

She will be responsible for all phases of the engagement and she will be:

- assisting in directing the development of the overall engagement approach and plan;
- supervising staff; assisting in planning the engagement;
- preparing or modifying project plans, as needed;
- evaluating internal control and assessing risk;
- reviewing work product for compliance with the Village's requirements and completeness;
- communicating with the Village and the partners

  the progress of the engagement; and
- reviewing deliverables and all reports issued by the firm for accuracy and completeness;
- and that they are prepared in accordance with professional standards and firm policy;

Jamie Blank, CPA will be the Senior Manager and a designated "KEY" engagement team member. Jamie was selected for her experience with governmental agencies.

IT Specialist

Our specialist has worked with organizations of varying sizes including local government and non-profits organizations providing IT operational and management consulting services. His experience provides him the insight to define, develop, and implement scalable business valued cost efficient solutions that effectively leverage information technology.

He will be responsible for

- reviewing and deploying proper information system controls
- identifying risks within the IT environment of the Village
- working closely with the Village's support personnel to analyze, evaluate systems and procedures facilitating the information process
- working with audit engagement team and Village to ensure we understand the Village's IT structure and how we can audit efficiently by leveraging the Village's IT structure.

David Fernandez will be the IT Specialist assigned to the engagement.



Manager

One Manager will be assigned full-time to the engagement. The Manager will be responsible for the overall performance of the work in the field and assisting in the actual performance of the engagement.

Amanda Vega, CPA will be the Manager assigned to this engagement. She has over 8 years of governmental audit experience and was selected for her extensive knowledge in governmental accounting and auditing. She will devote 100% of her time to the completion of the work.

Senior and Staff Accountants

Senior and Staff accountants will be utilized as required by the Engagement Partner and Senior Manager. They perform less complex audit procedures under the supervision of the Audit Manager.

The firm's team who will serve the Village is composed of individuals who understand governmental accounting and possess the technical skills and experience necessary to deliver quality services. Our audit team will include three Certified Public Accountants, with two Partners, one Senior Manager, one Manager and staff as needed.

We humbly ask you to compare the level of experience and expertise we have assigned to your engagement to the other firms submitting proposals. **Compare the experience of personnel assigned by those firms FULL-TIME (on-site) to OURS.**

Note: All CPA's assigned to the audit have properly maintained CPE in governmental accounting and auditing as required by the State Board of Accountancy and GAO.

ERP System Experience

CFLG has a multitude of clients that utilize varying ERP and financial management software. From Munis to Eden, we are experienced in utilizing several systems to navigate and extrapolate the data necessary to perform several audit procedures including, but not limited to, report generation, accounts payable searches and invoice retrieval, cash receipt audit functions, and general ledger review. Specifically, the Manager assigned to the engagement has hands on experience from the live version (auditor access is restricted for viewing purposes only) with Eden software while serving in management of municipal finance.

ANDREW S. FIERMAN, CPA
ENGAGEMENT PARTNER

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210 I Miami, FL 33156
(305) 680-5145 I afierman@cflgcpa.com

As the proposed engagement partner, I understand the scope of work, commit to exceeding expectations, and commit to performing the work in the time period specified.



EDUCATION

Bachelor of Science in Accounting, University of Florida

Master of Business Administration, Florida International University

CONTINUING PROFESSIONAL EDUCATION

Total CPE hours for the last three years is 125, of which 86.5 meet the Yellow Book (GAS) requirements. CFLG affirms that Andrew has properly maintained CPE in governmental accounting as required by the Board of Accountancy.

GOVERNMENTAL AND NOT FOR PROFIT CLIENTS

City of North Miami
City of North Miami Beach
City of Aventura
City of Hialeah
City of Hialeah Gardens
City of Parkland
Village of El Portal
City of Lake Worth
Miami Shores Village
City of Miami Springs
City of Doral
City of Cutler Bay
City of Miramar
Indian Creek Village
The Children's Trust
Children's Services Council of Broward County
Hispanic Unity of Florida
Harmony Development Center, Inc.
Broward Center of the Performing Arts
Greater Miami Youth Symphony of Dade County, Inc.
Americans for Immigrant Justice, Inc.
Aspira of Florida
Family Counseling Services of Greater Miami
The Miami Herald Charities
Rethink and Reuse
City of Hialeah Education Academy
Florida International University Foundation
FIU Athletics Finance Corp
Communities in Schools of Miami
Museum of Contemporary Art
FIU Research Foundation
Friends of WLRN
Human Services Coalition of Dade County/Catalyst Miami
City of Homestead - including Homestead Electric Utilities

Professional and Business Affiliations

AICPA Governmental Audit Quality Center, *Designated Audit Partner*
AICPA Employee Benefit Plan Audit Quality Center, *Designated Audit Partner*
American Institute of Certified Public Accountants (AICPA)
GFOA Special Review Committee
Florida Institute of Certified Public Accountants (FICPA), *Former Chapter Chair*
Miami Dade League of Cities - Budget Committee
Florida Government Finance Officers Association (FGFOA)
Broward County League of Cities
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association, *Associate Member* (FGFOA)
United Way of Miami Dade County, *Former Co-Chair Audit Committee*
Communities in Schools of Miami, Inc., *Past Chair*
Cuban American Certified Public Accountants Association, Past *President*

CABALLERO FIERMAN LLERENA + GARCIA LLP
accountants I advisors

ENRIQUE LLERENA, CPA
QUALITY CONTROL PARTNER

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210 I Miami, FL 33156
(305) 680-5132 I ellerena@cflgcpa.com

As the proposed quality control partner, I understand the scope of work, commit to exceeding expectations, and commit to performing the work in the time period specified.



EDUCATION

Master of Accounting,
Florida International University

Bachelor of Science, Accounting,
Florida International University

CONTINUING PROFESSIONAL EDUCATION

Total CPE hours for the last three years is 126, of which 98 meet the Yellow Book (GAS) requirements. CFLG affirms that Enrique has properly maintained CPE in governmental accounting as required by the Board of Accountancy.

GOVERNMENTAL AND NOT FOR PROFIT CLIENTS

City of North Miami
City of North Miami Beach
Broward County
City of Florida City
City of Homestead - including Homestead Electric Utilities
City of Hialeah
City of Hialeah Gardens
City of Palm Beach Gardens
City of Sunrise
Town of Cutler Bay
Indian Creek Village
Village of Key Biscayne
City of Plantation
City of Dania Beach
Children's Services Council of Broward County
Town of Bay Harbor Islands
City of Hallandale Beach
City of West Palm Beach
Hispanic Unity of Florida,Inc.
Broward Center of Performing Arts
Harmony Development Center, Inc.
The Sundari Foundation, Inc.
The Lotus Endowment Fund, Inc.
Miami Bethany Community Services, Inc.
The Herald Charities, Inc.
ASPIRA of Florida, Inc.
City of Hialeah Education Academy, Inc.
ASPIRA North Youth Leadership Charter School
ASPIRA South Youth Leadership Charter School
Greater Miami Youth Symphony of Miami-Dade County, Inc.
City of Homestead Police Officers' Retirement Plan
City of Lauderhill General Employees Retirement Plan
Miami-Dade Water & Sewer Department

Professional and Business Affiliations

American Institute of Certified Public Accountants (AICPA)

Florida Institute of Certified Public Accountants (FICPA)

Government Finance Officers Association (GFOA)

GFOA Special Review Committee, *Active Member*

Miami-Dade, Broward and Palm Beach Counties Leagues of Cities

South Florida Government Finance Officers Association (SFGFOA), *Associate Member*

Florida Government Finance Officers Association (FGFOA)

Cuban-American Certified Public Accountants Association Inc., *Director*

CABALLERO FIERMAN LLERENA + GARCIA LLP
accountants I advisors

JAMIE BLANK, CPA
SENIOR MANAGER

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210 I Miami, FL 33156
(305) 662-7272 I jblank@cflgcpa.com



EDUCATION

Bachelor of Science in Business Administration,
University of Florida

Master of Accounting,
Florida Atlantic University

CONTINUING PROFESSIONAL EDUCATION

Total CPE hours for the last two years are 120, which 98.5 meet the Yellow Book (GAS) requirements

GOVERNMENTAL AND NOT FOR PROFIT CLIENTS

City of Aventura
City of Lighthouse Point
City of North Lauderdale
City of Wilton Manors
Town of Golden Beach
Village of Sea Ranch Lakes
City of Boca Raton
City of Coconut Creek
City of Deerfield Beach
City of Homestead
City of Hallandale
City of Palm Beach Gardens
Town of Surfside
Town of Southwest Ranches
Village of Key Biscayne
Bayfront Park Management Trust
Alzheimer's Family Center
CVE Master Management Company
CenClub Recreation Management
Downtown Fort Lauderdale Transportation Management Association
Feeding South Florida
Gold Coast Jazz Society
Hispanic Unity of Florida
Junior Achievement of South Florida
Place of Hope
Hope House Florida
Treasures for Hope
Villages of Hope
Slomin Family Center for Autism
Women in Distress of Broward County
Woodhouse
The Herald Charities
The Sundari Foundation
The Lotus Endowment Fund
Lotus Supporting Foundation
Florida Health Justice Project

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)

CABALLERO FIERMAN LLERENA + GARCIA LLP
accountants | advisors

AMANDA VEGA, CPA
MANAGER

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210 I Miami, FL 33156
(305) 495-9183 I avega@cflgcpa.com



Education
Bachelor of Science, Accounting
Florida International University

Continuing Professional Education

Total CPE hours for the last two years are 120, which 98.5 meet the Yellow Book (GAS) requirements.

GOVERNMENTAL AND NOT FOR PROFIT CLIENTS

City of North Miami Beach
Miami Shores Village
City of Miramar
North Bay Village
City of Parkland
Town of Cutler Bay
Village of Biscayne Park
City of Hialeah
La Vina Del Senor
ASPIRA of Florida, Inc.
Catalyst, Inc.
Broward Center for the Performing Arts
Hispanic Unity of Florida
American for Immigrant Justice, Inc.
City of Hialeah Gardens
Florida Health Project, Inc.
The Herald Charities, Inc.

Professional and Business Affiliations

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)

CABALLERO FIERMAN LLERENA + GARCIA LLP
accountants | advisors



Quality Control System

CFLG continually monitors performance to ensure the highest quality of services. Under the supervision of our Audit Partners and Senior Manager, a Manager is responsible for monitoring quality control of all appropriate engagements.

The review process begins with the Senior Manager. In engagements where a staff is assigned, the Manager is responsible for the initial review of his/her workpapers as well as the workpapers prepared by the staff.

Subsequent to this review, a partner is responsible for the comprehensive review of the engagement working papers. The partner is responsible for ensuring that the issues identified within the audit plan have been properly addressed. The partner will also review the financial statements to ensure that all material events and transaction have been properly reported and comply with GAAP requirements.

A second partner performs an overall review of the workpapers and financial statements to provide a "second set of eyes" and identify any areas that need strengthening prior to issuance.

Quality of the Staff Over the Term of the Engagement

We pledge to the Village that the team assembled in this proposal will be returned to the audit each year of the engagement. In the unlikely event that it does become necessary to replace any of the partners, managers, senior accountants or staff, we will first obtain the Village's express prior permission to do so. We understand the Village's right to accept or reject replacements. In addition to the engagement team members proposed herein, we also have other, well-qualified professionals who stand ready to serve your needs, if required. We can assure the highest professional qualifications of the assigned staff we will utilize for the Village's engagement.

In addition to our governmental focus, it is CFLG's policy that all professional employees exceed the minimum CPE credits required for governmental audits. We currently have an in-house continuing education program which provides approximately 120 credit hours of governmental and not-for-profit accounting and auditing every two years to all of our audit staff. In addition, our staff regularly attends conferences sponsored by the FICPA and the Florida Government Finance Officers Association. Further, because we are growing and expanding, we have an ongoing recruitment program that seeks only those accountants with a proven record of academic success. When we recruit at the Senior, Supervisor and Senior Manager levels, we select CPA's with proven governmental auditing experience.

Firm Capacity

Our engagement team's work load is organized in such a way that the additional activities brought about by this engagement will not impact our current commitments to other clients. We have sufficient staff capacity to integrate these professional services for the Village into our present operations, while continuing to maintain the highest standards of quality and time lines to all of our other clients.

Electronic Workpapers

In keeping with our philosophy of providing services that you would expect from a large national firm, we use the latest paperless audit software and networking on our audit engagements. Electronic workpapers continue to improve productivity and efficiency in the audit process. These efficiencies are passed on to our clients through lower fees and time savings. The Village's workpapers are scanned or imported directly into our audit programs saving the Village time and the cost of copying or printing such workpapers.

Year-Round Involvement

Our involvement with the Village does not end when our financial statements are issued. We remain involved with the Village through our monthly reviews of the minutes of the Village's Comission meetings and communications regarding new accounting standards that have been issued that may affect future audits. Our year-round involvement ensures a timely and efficient audit and helps us and the Village address any issues before the audit.

New Accounting Standards

Our audit fee is an all inclusive fee which includes assistance to the Village in the implementation of all new reporting standards, including assistance with preparing the financial statements.

TAB 6

Audit Approach

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors



TAB 6 AUDIT APPROACH

Scope of Services

Based on our understanding of the expectations and requirements of the Village as set forth in the request for proposal, the following is a summary of the scope of our work. All work will be completed in the timeframe specified in the request for proposal.

Audit of the Village's Financial Statements

The Firm will perform an audit of the financial statements of the Village for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements for a five (5) year period beginning with the fiscal year ending September 30, 2026.

The Firm will issue the following in accordance with Government Auditing Standards:

1. An independent auditors' report on the basic financial statements based on an audit performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States (including the in relation to opinion for the supplementary schedule of expenditures of federal awards and state financial assistance).
2. An independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States.
3. A report on compliance for each major Federal program/State project and on internal control over compliance in accordance with 2 CFR, part 200, subpart F and Chapter 10.550, Rules of the Auditor General.
4. A schedule of findings and questioned costs for Federal programs and/or State projects.
5. If applicable, a summary schedule of prior audit findings for Federal programs and/or State projects.
6. An independent auditor's management letter as required by Section 218.39(4), Florida Statutes, and Section 10.557(3)(g), Rules of the Auditor General which will include:
   a. A statement as to whether or not findings and recommendations made in the preceding financial audit report have been followed, or not otherwise addressed, in the auditor's reports pursuant to Sections 10.557(3)(b) and 10.557(3)(c), Rules of the Auditor General.
   b. Recommendations to improve the Village's financial management, if any (Section 10.554(1)(i)2, Rules of the Auditor General.
   c. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. 5
   d. A statement describing the results of the auditor's determination as to whether or not the financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes is in agreement with the annual financial audit report for the current audit period and, if not, explanations of any significant differences.
   e. For any irregularities and illegal acts of which the auditor becomes aware they shall be required to make an immediate, written report to the Mayor, Village Manager, Finance Director, and the Village Council.
7. An examination report conducted in accordance with AICPA Professional Standards, AT Sections 601.55 and 601.56, promulgated by the American Institute of Certified Public Accountants, regarding the compliance requirements referenced in Rule 10.556(10).

We will also provide technical assistance to ensure Village's Comprehensive Annual Financial Report meets all requirements of the GFOA's Certificate of Achievements for Excellence in Financial Reporting.

Required Standards:

The Firm's audit will be performed in accordance with the following requirements, as applicable:

a. Auditing Standards generally accepted in the United States of America;
b. The standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2011 Revision);
c. The provisions of the Uniform Guidance
d. The Florida Single Audit Act;
e. The provisions of U.S. Office of Management and Budget (OMB) Super Circular;



f. Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments (Revised) –AICPA.
g. Section 11.45, Florida Statutes;
h. State of Florida Department of Banking and Finance Regulations;
i. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits;
j. Any other applicable Federal, State and local laws or regulations.
k. Any updates of, or amendments to, these described auditing standards will be incorporated in future audits performed by CFLG for auditing engagements for the Village in future fiscal years.

Monitoring and Communication

The Firm will report the following information to the Village Council:

- The auditor's responsibility under generally accepted auditing standards and Government Auditing Standards
- Significant accounting policies
- Management's judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with the management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit.

Should the audit team become aware of fraud, irregularities or illegal acts, they will make an immediate written report to the Village Manager and Village Council.

Our approach to the audit engagement integrates traditional auditing techniques with a total systems concept. We will consider the methods used by the Village to process accounting information when planning our audit, since they influence the design of the internal control. The audit will be conducted in the three phases which are shown on the adjacent Chart.

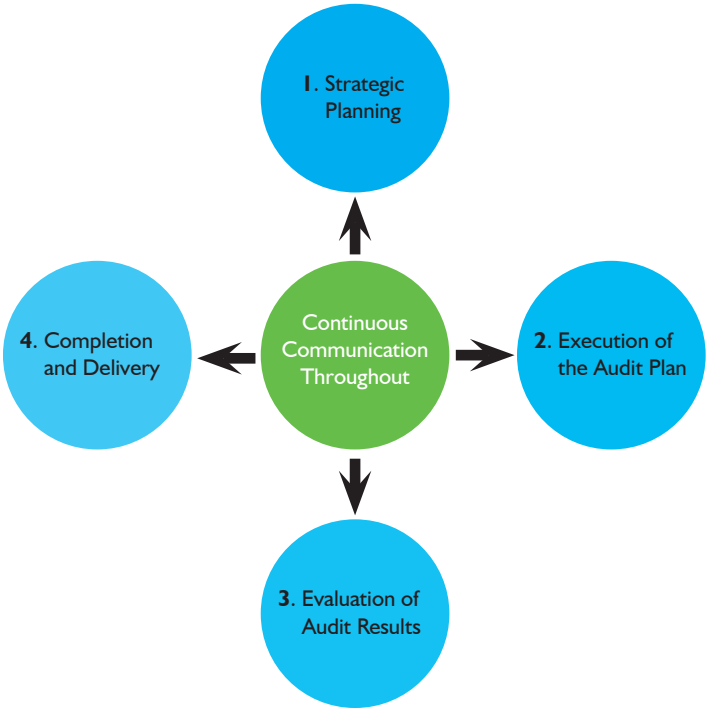
Audit Requests - Real-time Client/ Auditor Repository

CFLG utilizes a secure website allowing auditors and clients to actively communicate audit requests and submissions. The Inflo platform serves as a convenient and easy to navigate program that allows auditors to make multiple detailed requests, place dates requested by, and provides for a secure vehicle to receive client backup/support. From the Village's viewpoint, you will be able to see how many requests were made, by when are they needed, and whether the auditor has utilized the response provided. What is a great advantage of this program? It helps to eliminate waste such as multiple requests and gives all users a clear picture as to what is initially expected and when the requests were made. This tool is a great advancement in auditing, doing away with Excel driven lists and lost emails for support not processed by auditors.

SafeSend File Security

In addition to the Inflo system utilized for audit requests detailed above, CFLG utilizes a direct secure file management system that allows email recipients to securely send auditors any size files. This added security allows the Village to provide files in another secure platform should the need arise where a request is made with the intent for an immediate response. SafeSend will allow immediate requests to be responded to in a secure manner ensuring the integrity of the data and with system safeguards for sensitive information.





Phase I - Strategic Planning

A thorough understanding of your organization and its operating environment is essential for the development of an audit plan for an efficient, cost effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- Review the regulatory, statutory and compliance requirements within which the Village operates. This will include a review of applicable federal laws, the Village's ordinances, state statutes, County and Village requirements and resolutions, debt instruments, contracts, other agreements, and minutes of meetings of the Council and various committees.
- Review major sources of information such as budgets, organization charts, procedures manuals, financial systems, and management information systems.
- Determine the procedures necessary with regard to opening balances, and obtain reasonable assurance concerning the consistency of application of accounting principles between the year being audited and the preceding year.
- Review Disaster Recovery Policies and Procedures
- Review the working papers of the predecessor auditor.
- Obtain and document an understanding of the Village's internal control structure, including making an assessment of audit risk.
- Consider the methods that the Village uses to process accounting information which influence the design of the internal control structure. This understanding includes knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation by the Village.
- Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives.
- Identify and resolve accounting, auditing, and reporting matters.
- Perform Network Vulnerability Assessment (Public IP Scanning)
- Perform web app scanning which tests your website for SQL injection, XSS, file disclosures, remote file inclusion, code injection, etc.

This phase will involve all members of the Engagement Team.

Phase II - Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- Analytical procedures are applied in this stage of the audit to assist in planning the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions.
- Perform substantive tests of account balances and transactions. Samples will be drawn of major transaction systems, including cash disbursements, cash receipts, purchases, and payroll.



- Perform tests of compliance with laws, regulations, contracts, and grants.
- Review test results and preliminary conclusions.

Phase III - Completion and Delivery

This phase includes a review of all audit documentation by the partners to ensure that testing and documentation support the conclusions reached. This phase also includes preliminary discussions with management of the audit findings.

Phase IV – Completion and Delivery

In this phase of the audit, we will complete the tasks related to the closing of year-end balances and financial reporting. This will include final testing in the areas of compliance, balance sheet accounts, revenue and expenditures, among others. All draft reports will be reviewed with management before issuance, and the partners will be available to meet with the Council to discuss our report and address any questions they may have.

AUDIT MANAGEMENT PLAN

Our audit approach is to develop a specific audit action plan tailored to the individual needs of our client. For each audit we develop the most efficient combination of audit techniques selected from the following methodologies.

Auditing Standards promulgated by the American Institute of Certified Public Accountants provide guidance for auditors in assessing the internal control structure for the purpose of the audit. As auditors, we consider the internal control structure which consists of the following five elements.

THE CONTROL ENVIRONMENT

The control environment includes the management philosophy, operating style, organizational structure, functions of various boards and committees, methods of assigning responsibility, personnel policies and procedures, and various other factors that reflect the Village's concern with control in the area of finances. We will read the various documents that impact this environment, and talk to employees to see how these ideologies are portrayed at various levels.

RISK ASSESSMENT

After understanding the control environment, we will identify and assess the relevant risks to achieving the objectives of the financial system.

CONTROL ACTIVITIES

The control procedures are integrated in the components of the control environment and accounting system. While gaining an understanding of those areas, we will assess the control procedures that the Village has in place. Consideration will also be given to potential improvements to the efficiency and effectiveness of the procedures in place. Any suggestions for improvement will be communicated to the appropriate person(s).

INFORMATION AND COMMUNICATION

We will document the formal and informal information flow relating to the processing and recording of financial transactions.

MONITORING

In this final component we will review Village practices that are in place to monitor the performance of its internal control structure.

SAMPLING CONSIDERATIONS

Our professionals will utilize sampling methodologies designed to ensure effective audit procedures are applied in the most efficient manner.

Sampling Techniques

We will utilize representative audit sampling procedures with respect to substantive tests of details and tests of controls and tests of compliance, where a sample of documentation is to be tested as the principal evidence of a control. During tests of controls, the tests will generally consist of a combination of corroborative inquiry and either observation, examination of documents or re-performance. We will use attribute sampling to test documentary evidence as documentation will be the principal corroborative evidence of identified controls.



STATISTICAL AND NON-STATISTICAL SAMPLING

Substantive tests of details and tests of controls can be performed using either statistically or nonstatistically based techniques. Statistical approaches will be based on our calculation of risk factors. If a non-statistical approach is deemed appropriate, we will design our procedures to obtain levels of assurance that we judge to be equivalent to those required when using statistically based techniques.

SAMPLE SIZES

For tests of controls, sample size will be based on the planned or supported assessed level of control risk and the number of planned or actual deviations expected. For substantive testwork, sample size will be a function of population, materiality, and risk factors.

EXPERIENCE IN INFORMATION SYSTEMS AND TECHNOLOGY AND EXTENT OF USE OF EDP SOFTWARE IN THE ENGAGEMENT

Our approach to auditing integrates traditional auditing techniques with a total system concept. We are actively committed to using computer-based audit techniques. Our knowledge of information systems (IS) and the use of paperless audit software yield significant savings in the time required to complete an audit.

Today's marketplace provides firms, large and small, national and local, with sophisticated computer-aided audit tools necessary to perform data analysis and report generation.

A client's IS environment influences the nature, timing, and extent of planned auditing procedures. Because most of our clients utilize computerized accounting systems, our professional team is experienced with various IS systems.

As computers have become more integral to the financial management system, we have met the challenge by incorporating new audit techniques into the audit process. Staff members are trained on new software and are skilled in a wide variety of computerized applications.

An important component of our audit is the review of IS general controls. We understand that the effectiveness of many client control procedures is dependent on reliable computer-generated data which result from proper IS general controls. Therefore, we will analyze these controls to determine the adequacy of the internal control environment.

Our IS expertise, combined with extensive auditing and consulting experience mean that we understand the technical intricacies of complex information systems in the context of real-world application.
Utilizing this expertise we will be able to:

- Evaluate IS general controls within the computer environment;
- Document critical transaction processing systems;
- Identify key processes and controls within these transaction processing systems;
- Evaluate the effectiveness of identified controls;
- Advise the audit team on results of the evaluation and effect on planned audit procedures;
- Design, develop and execute computer-assisted audit techniques using computer audit software packages;
- Assess the internal controls

ANALYTICAL PROCEDURES

Statement of Auditing Standards on *Analytical Procedures* provides guidance on the use and extent of analytical procedures in all audits.

Analytical procedures are required in the planning and overall review stages of the audit, and are used in the following areas:

Audit Planning

Analytical procedures can provide great insight in planning an audit. These analyses can enhance our understanding of the Village's transactions and events that may have occurred during the year under audit. We compare the current balances to the prior year and to the current budget. Isolating significant differences can identify areas that may require additional attention during the field work. For example, such a review could identify a new revenue source for which we would need to obtain documentation supporting the Village for collecting such monies.

Substantive Tests

Analytical procedures can be used as effective substantive tests in certain circumstances, for example, testing certain payroll related expenditures, such as payroll taxes, which are a specific percent of wages.

VILLAGE OF **PALMETTO BAY**, FLORIDA



Overall Review

Analytical procedures used at the conclusion of the audit are designed to assess the conclusions reached and evaluate the overall financial statement presentation.

Internal Controls

The internal control segment is the foundation for the entire audit and involves an extensive understanding and evaluation of the Village's operating and management information systems and all related internal controls. The results of this evaluation will influence the nature, timing and extent of our substantive audit procedures. This approach ensures that we achieve maximum efficiency and provide valuable feedback to management regarding the effectiveness of controls being relied upon throughout the year.

A thorough understanding of the internal controls of an organization is critical in planning our audit procedures and providing useful comments and recommendations to the Village. We utilize a standardized control overview document which assists us in identifying key elements within internal control, such as the entity's risk assessment process, the control environment, information and communication systems, and general monitoring and control activities.

Our evaluation of internal control includes considering the individual components noted above and then considering the effectiveness of internal control as a whole. We will obtain our understanding of each of the elements through the following procedures:

- Meeting with the Village's personnel to discuss operations; and
- Reviewing internal assessment of internal control

The control overview document helps to ensure that all elements of internal control are considered.

Subsequently, for significant internal control categories, we will obtain an understanding of the design of relevant policies and procedures, determine whether such procedures have been placed in operation and assess control risk. This review begins by holding interviews with data processing and accounting personnel and evaluating your internal system and accounting documentation. We will then prepare documentation of the major systems. To the extent it is available; we will also use internal control documentation currently available. This review is organized into major accounting cycles.

We have found through our experience that there are two primary methods to test controls.

- **Documented controls** – Tested by reviewing a sample of transactions for evidence that the control was being performed.
- **Undocumented controls** – Tested through inquiry and observation procedures with appropriate department personnel.

LAWS AND REGULATIONS

Statement on Auditing Standards from the American Institute of Certified Public Accountants, establishes standards for testing and reporting on compliance with laws and regulations. In all financial statement audits, the auditor must consider laws and regulations that have a direct and material effect on the financial statements. Further, the auditor designs audit procedures to provide reasonable assurance that the financial statements are free of material misstatements resulting from violations of these laws and regulations that have a direct and material impact on the financial statements. For governmental entities, this requirement is even more important given the variety of legal and contractual considerations typical of the government environment.

Identifying applicable laws and regulations is fundamental to fulfilling the responsibility of understanding their effects. We will obtain this knowledge through the following sources:

- Discussion of compliance requirements with the Village's officials, including legal counsel.
- Identification of compliance matters in statutes, financial ordinances, Village's policies, contracts, grants and debt agreements.
- Review of Village's Council meeting minutes.
- Inquiries of the program administrator of the governmental entities that provided grants about restrictions, limitations, terms and conditions under which such grants were provided including review of the Uniform Guidance Compliance Supplement and the Florida Single Audit Act.
- Our existing knowledge of federal and state laws.



STATISTICAL SAMPLES OFFERED TO BE PERFORMED IN THE AUDIT BASED ON FEDERAL GRANT FUNDS AWARDED TO THE VILLAGE

During the planning of the Single Audit engagement, we will identify the major programs to be audited pursuant to the Uniform Guidance. As required, the determination will be based on the dollar amount of federal expenditures and the associated program risk. Further, as appropriate, ur audit will be planned to provide for a low level of assessed control risk.

- After we have identified the major programs, we will perform appropriate auditing procedures, including tests of controls, tests of compliance with laws and regulations, and substantive testwork. Sampling methodology determination, i.e., statistical, or non-statistical, random, systematic or judgmental selection method, etc., will be based on the auditor experience and judgment.

DESCRIPTION OF PROCEDURES TO BE USED TO ENSURE THE ACCURACY OF THE STATISTICAL AND/OR NONSTATISTICAL SAMPLES

To ensure that samples selected for attribute testing (tests of controls and compliance) and variable testing (tests of details/substantive testwork) are "accurate", or valid, all samples will be reviewed and evaluated to ensure that items selected are,

- Representative of the population so that characteristics of the sample can be reasonably projected to the entire population
- Of adequate size based on internal controls, tolerable error, expected deviations, acceptable confidence levels, etc.
- From a complete population

APPROACH TO BE TAKEN IN COMPLETING THE SINGLE AUDIT (IF REQUIRED)

Our objective in this area is to perform a single audit which meets the needs of the grantor agencies and the requirements of the Uniform Guidance and State Auditor General.

In order to achieve this objective, we follow the following techniques:

Planning and Supervision

- Inquiry of management and preliminary SEFA for identification of the grants subject to single audit
- Review of grant documents
- Review of the latest published Uniform Guidance Compliance Supplement
- Review of Federal legislation for the enacted laws and regulations
- Instruction to staff as to the requirements of the Single Audit
- Supervision of staff in the performance of the procedures
- Consideration of the effect of computer processing on the nature, timing and extent of auditing procedures

Risk Assessment

- Perform an assessment of engagement risk by considering the level of Federal financial assistance and the nature of the various programs; corresponding consideration of external environments, internal factors, irregularities, illegal acts, fraud and other noncompliance matters.
- The single audit is subject to the same risk assessment at the account balance or transaction level made in the financial audit of the entity. The single audit is designed to obtain assurance as to compliance with the grant agreements and the single audit requirements of Uniform Guidance, while the financial audit is designed to obtain assurance that the financial statements are free of material misstatement. Consequently, the single audit constitutes only a piece of the financial audit.

Determination of Major Programs

- Determine if the Village is a low or high risk auditee
- Identify the larger Federal programs based on the dollar threshold identified in Uniform Guidance 520(b) and label them as Type A programs, with the remaining programs categorized as Type B.
- Perform and document risk assessment procedures on each Type A program to identify those that are low risk
- Perform and document risk assessment on Type B programs based on the dollar threshold determined by Uniform Guidance §200.518 unless all Type A programs were not determined to be low-risk programs.



- Audit, at a minimum, the following as major programs:
  - All Type A programs not identified as low risk.
  - All Type B programs identified as high-risk.
  - Such additional programs as may be necessary to comply with the percentage of coverage rule defined by Uniform Guidance. This may require the auditor to audit more programs as major programs than the number of Type A programs.

Schedule of Expenditure of Federal Awards and State Financial Assistance

- Perform procedures to determine the Schedule of Federal Awards and State Financial Assistance are presented fairly in all material respects in relation to the Village's financial statements taken as a whole
- Determine that the Village was able to reconcile the amounts presented in the schedule to amounts in the financial statements
- Assess the appropriateness and completeness of the Village's identification of Federal programs and state projects included in the schedule
- Determine that the Village has properly disclosed the basis of accounting and the significant accounting policies used in preparing the schedule

Materiality

- Determine materiality based on the major programs and state projects identified.

Internal Control over Major Programs

- For each of the 6 types of compliance requirements (listed in the Compliance Supplement) which are applicable and material to each major program (out of the 12 possible compliance attributes governing the federal program(s)), document an understanding of the 5 components of internal control (Control Environment/Risk Assessment/Control Activities/Information and Communication/Monitoring) sufficient to plan the audit to support a low level of control risk
- Plan the testing of internal control
- Make a sample selection to test internal control following the sample selection techniques under Sample Sizes and Statistical Sampling
- Reach a conclusion as to the effectiveness of the internal control elements and all significant deficiencies or material weaknesses (if any).
- If no internal control function is found on any of the 6 types of compliance requirements, disclose as a significant deficiency or material weakness (if any).

Compliance Testing

Identify all applicable and material compliance requirements for the major programs

- Perform auditing procedures to ensure that the compliance requirements are current
- Make a sample selection following the sample selection techniques under Sample Sizes and Statistical Sampling
- Identify all findings and questioned costs related to noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program



Level of Staff And Budgeted Number of Hours

Level of Staff and Hours Assigned to each Proposed Segment					
	Partners	Senior Manager	Manager	Staff/Senior	Total
Strategic Planning	5	10	40	30	85
Execution of the Audit Plans	8	25	78	55	166
Evaluate Audit Results	6	15	10	0	31
Completion and Delivery	6	7	5	0	18
Total	**25**	**57**	**133**	**85**	**300**

PROCEDURES	Engagement Partner	Senior Manager & Manager	Senior & Staff Auditors
OCTOBER 2026			
Preliminary discussions – entrance meetings	T	T	
Obtain understanding of service objectives	T	T	T
Meet with predecessor auditor and review prior audit work papers	T	T	
Prepare audit planning memorandum		T	
Identify significant issues, review, evaluate and document internal controls	T	T	T
Assess risk		T	
Develop detailed audit programs		T	
NO LATER THAN FEBRUARY 1, 2027			
Test internal controls		T	T
Test compliance with laws, regulations, contracts, grants and the Village's policies	T	T	
Substantive test of revenues, expenditures, procurement, payroll, etc.		T	T
Review minutes and other agreements		T	
FEBRUARY – MARCH 2027			
Complete review for subsequent events and obtain management representations		T	
Prepare reports	T	T	
Review draft of all reports for subsequent events and obtain management representations - No later than second week of March	T	T	
Issue report on findings and management letter - No later than March 31	T		
Attend meetings with Management and Council, as required	T	T	

*Note: This schedule is prepared based page 19 of the RFP for audit year 1. Years 2 through 5 can be further adjusted at the request of the Village.



Appropriate Planning and Utilization of Staff

We understand the significance and necessity of proper planning as it relates to performance of a successful and timely audit. An important aspect of proper planning is our Engagement Partner's advance coordination and specific instruction with the Finance Department, allowing an efficient utilization of staff regarding both preparation of supporting schedules and reconciliations, in addition to essential document/record gathering.

Engagement Timeline

CFLG has a clear understanding of the reporting requirements outlined in the request for proposal. In this regard, CFLG has developed a schedule that takes into consideration the Village's reporting requirements and deadlines.

In order to achieve these goals, we start early in the engagement and complete as much of the planning and internal control testing as possible. This allows us to focus on the financial transactions after Village has closed its books. We integrate all of our procedures in order to ensure that we can deliver our reports in sufficient enough time to meet Village deadlines. Our Partner's are involved throughout the entire process to ensure that any matters that arise are dealt with quickly. This is an essential process followed by CFLG to prevent surprises that could stall the engagement.

CFLG is also committed to providing staff that are knowledgeable in governmental and governmental pension plan activities. This significantly reduces the time spent by your staff explaining the basic elements of how governmental agencies work and operate. This is considered a key factor in our success in assisting our clients in meeting deadlines established by the State, County, or Council.

We have had great success in following this approach with other governmental agencies and we are confident that our prior experience in its application will lead to a successful delivery of the audit. A large part of this success will be tied to Village's ability to deliver the requested information timely. We understand that as in all large agencies, Village staff is busy dealing with day to day operations. We will make sure to provide requests for information with sufficient enough lead time to not be disruptive to Village staff. We will work with Village staff to encourage open communication in order to mitigate delays and/or misunderstandings. We do not anticipate that anything more than what has been presented in the Request for Proposal will be required of Village however if there is such a need, we will communicate that in writing to Village management.

We have the ability to begin work with minimal notice due to our resources, organization, planning, and extensive experience performing audits of multiplicities of similar size and scope.

TAB 7

Required Proposal Submittal Forms

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

SUB-COMPANY/COMPANY LIST

The Company shall list all proposed Sub-Company/Company to be used on this project if they are awarded the Agreement.

Classification of Work	Sub-Company/Company Name	Address	Telephone and Fax
N/A - No subcontractor			

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: CABALLERO, FIERMAN, LLERENA + GARCIA

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

Contracted Services Information:

Scope of Work: ANNUAL FINANCIAL STATEMENT AUDIT AND SINGLE AUDIT (IF REQUIRED). SEPARATE AUDIT FOR THE CHILDREN'S TRUST GRANT

Initial Value of Contract: $40,000 ($6,000 SINGLE AUDIT, $4,500 CHILDREN'S TRUST) Final Value of Contract: $40,000 ($6,000 SINGLE AUDIT, $4,500 CHILDREN'S TRUST)

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:

THEY HAVE BEEN THE TOWN'S AUDIT FIRM SINCE FY 2007 HAVING WON VARIOUS RFP'S IN THE PAST. STAFF VERY PROFESSIONAL AND EASY TO WORK WITH.

Name of Public Entity/Company: TOWN OF CUTLER BAY

Name of Individual completing this form: ROBERT DADDARIO

Signature: _____ Title: FINANCE DIRECTOR

Telephone: 305-234-4262 Email: rdaddario@cutlerbay-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: City of South Miami Caballero Fierman Llerena & Garcia, LLP

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

Contracted Services Information:

Scope of Work: CCFLG served as the City's external auditors, performing the financial audit, Single Audit, and pension-related audit work in accordance with applicable standards. Their responsibilities included evaluating internal controls, testing financial activity, and issuing the required audit opinions and reports.

Initial Value of Contract: $396,000 Final Value of Contract: $336,000

Length of Contract: 6-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:

CFLG did an excellent job serving as the City's external auditors, delivering thorough and well-executed financial, Single, and pension audits. They consistently completed the City's audits within budget and on time, while remaining professional, responsive, and easy to work with throughout the process.

Name of Public Entity/Company: City of South Miami

Name of Individual completing this form: Alfredo Riverol

Signature: [signature] Title: Chief Financial Officer

Telephone: 305-663-6343 Email: alfredo.riverol@SoMiFL.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Caballero Fierman Llerena & Garcia, LLP

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

Contracted Services Information:

Scope of Work: Financial audit, Pension audits, Federal and state single audits.

Initial Value of Contract: $31,000/year Final Value of Contract: $42,500 FY 2023 (City)
Length of Contract: Multiple 5 year contracts, over 20 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:
N/A

Comments:

The firm is very responsive and professional. Andrew is always available for assistance and timeframes very always met.

Name of Public Entity/Company: City of Miami Springs
Name of Individual completing this form: Christopher Chiocca
Signature: C. Chiocca Title: Finance Director
Telephone: 305-805-5019 Email: chioccac@miamisprings-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Village of Pinecrest Caballero Fierman Llerena & Garcia, LLP

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

Contracted Services Information:

Scope of Work: Annual Comprehensive Financial Report and single audits as required

Initial Value of Contract: $76,000 annually Final Value of Contract: $76,000 annualy

Length of Contract: 2 years + 1 option to renew -Total of 6 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:

The firm has been helpful and responsive to our requests. We are happy with their professionalism.

Name of Public Entity/Company: Village of Pinecrest

Name of Individual completing this form: Marie Arteaga-Nariño

Signature: marteaga Nariño Title: Finance Director

Telephone: 305-234-2121 Email: marteaga@pinecrest-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: CFLG Accountants

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

Contracted Services Information:

Scope of Work: External Audit services + Federal/State Single Audit Audit / single Audit if necessary

Initial Value of Contract: Year 1 51,920/12,000 Final Value of Contract: Year 5 63,120/14,500

Length of Contract: 3 years with two one-year extensions

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 audit process is smooth and the team has been very helpful providing guidance and references for new GASBs and special circumstances.

Name of Public Entity/Company: City of Parkland

Name of Individual completing this form: Kelly Schwartz

Signature: KS Title: Finance Director

Telephone: (954) 757-4824 Email: kschwartz@cityofparkland.org

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.

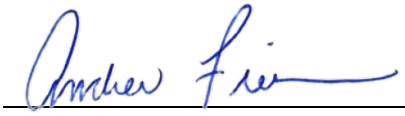
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

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): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

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NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Andrew Fierman being first duly sworn, deposes and says that:

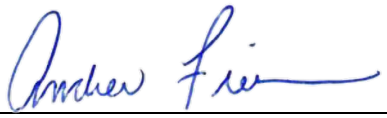
(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Caballero Fierman Llerena & Garcia, LLP, the Company that has submitted the attached Bid;

(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): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by _____. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

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 Andrew Fierman

For Caballero Fierman Llerena & Garcia, LLP

Whose business address is: 8950 SW 74 Ct, Suite 1210, Miami, FL 33156

And (if applicable) its Federal Employer Identification Number (FEIN) is: 55-0912340

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): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Andrew Fierman. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

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: Andrew Fierman - Partner
(print individual's name and title)

for: Caballero Fierman Llerena & Garcia, LLP
(print name of entity submitting sworn statement)

whose business address is: 8950 SW 74 Ct, Suite 1210, Miami, FL 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is: 55-0912340

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.

Signature of Official: Andrew Fierman

Name (typed): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Andrew Fierman. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

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, Andrew Fierman 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:

55-0912340

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

Caballero Fierman Llerena & Garcia, LLP

Name of Entity, Individual, Partners or Corporation

CFLG, LLP

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

8950 SW 74 Ct, Suite 1210, Miami, FL 33156

Street Address Suite Village State Zip Code

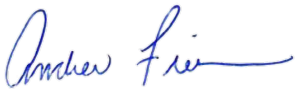
Continued Next Page

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
Nestor Caballero	8950 SW 74 Ct, Suite 1210, Miami, FL 33156	51 %
Andrew Fierman	8950 SW 74 Ct, Suite 1210, Miami, FL 33156	24.5 %
Andrew Fierman	8950 SW 74 Ct, Suite 1210, Miami, FL 33156	24.5 %

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:
   None

Signature of Official: 

Name (typed): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1 day of May, 2026, by ANDREW FRIEDMAN. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Caballero Fierman Llerena & Garcia, LLP Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Auditing Services, RFP# 2026-06-008, 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): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Andrew Fierman He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

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 _____ _____ 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): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Andrew Fierman. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

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 May 1, 2026 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: Andrew Fierman

Name (typed): Andrew Fierman

Title: Partner

Company: Caballero Fierman Llerena & Garcia, LLP

Date: May 1, 2026

E-VERIFY AFFIDAVIT

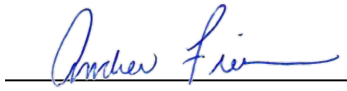
STATE OF Florida

COUNTY OF Miami-Dade

I, Andrew Fierman (the individual attesting below), being duly authorized by and on behalf of Caballero Fierman Llerena & Garcia, LLP (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 1 day of May, 20 26.



Signature of Affiant

Print or Type Name: Andrew Fierman

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Andrew Fiermon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 1 day of May, 2026.

My Commission Expires: 08/12/29

Notary Public

NHCS – E-Verify 081815

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

Foreign Country of Concern Attestation

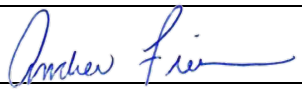
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

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: Andrew Fierman

Title: Partner

Signature:  Date: May 1, 2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Caballero Fierman Llerena & Garcia, LLP ("**Company**")

Vendor FEIN: 55-0912340

Address: 8950 SW 74 Ct, Suite 1210, Miami, FL 33156

City: Miami State: FL Zip: 33156

Phone number: 786-390-5831 Email Address: afierman@cflgcpa.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.

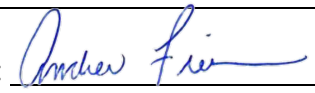
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Andrew Fierman

Title: Partner

Signature: 

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Audrew Fernandez
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

GABRIELA PAOLA LUCIANI
Notary Public
State of Florida
Comm# HH684943
Expires 8/12/2029

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-06-008

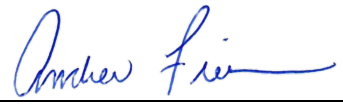
Title: VPB – Auditing Services

Name of Company Caballero Fierman Llerena & Garcia, LLP

Date Addendum Received April 22, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Andrew Fierman

Signature 

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

VILLAGE OF **PALMETTO BAY**, FLORIDA



CONCLUSION:

CABALLERO FIERMAN LLERENA& GARCIA, LLP IS THE "RIGHT" CHOICE FOR THE VILLAGE OF PALMETTO BAY, FLORIDA

WE PLEDGE WE WILL:

- Provide a qualified and experienced audit team possessing knowledge of the operation and administration of the Village of Palmetto Bay, Florida compliance and legal requirements, and accounting and reporting for operations pursuant to auditing standards and legal requirements

- Demonstrate our commitment to quality client service through:
  - Ease of accessibility
  - Prompt response to questions, comments, or requests
  - Insight and suggestions regarding internal controls, management, and operation, as proper, for both financial and compliance considerations

- Provide value and services above and beyond the traditional auditor's "product" - we will "go the extra mile"

- Coordinate with the Village's personnel, to ensure minimum disruption and maximum contribution of the Village staff

- Develop and maintain open lines of communication with the Village to help expedite the audit process and avoid awkward end-of-engagement "surprises"

- The partners and staff of Caballero Fierman Llerena & Garcia, LLP are committed to providing the Village of Palmetto Bay, Florida with our resources and specialized expertise. We are local with all decision making at the local level. We have the technical expertise and experience without the high cost. We vow to work closely with the Village's staff to accomplish not only those minimum requirements set forth in your Request for Proposal, but also to exceed those expectations.

APPENDIX A

LETTERS OF RECOMMENDATION



September 18, 2024

To Whom It May Concern:

Caballero Fierman Llerena & Garcia, LLP (CFLG) have performed the City's annual financial, pension, and Federal and State single audits for the past 5 years.

They are currently under contract for the fiscal years ended September 30, 2019, to September 30, 2024. Enrique Llerena and the firm provide excellent technical guidance to the City, and they continue to serve as a professional resource when implementing complex or new accounting standards as well as the ever-changing compliance and reporting requirements.

I am particularly impressed with Andrew and Enrique's and other firm members accessibility at all times during the year to discuss any accounting issues as they arise. I am also delighted with CFLG's integrity, high quality of service, and dedication to completing our audits in a timely fashion.

I would highly recommend Caballero Fierman Llerena & Garcia, LLP to other municipalities for audit services.

Should you have any questions, please feel free to contact me at 305-663-6343.

Sincerely,

Alfredo Riverol, CPA, CGFM, CRFAC, CGMA
Chief Financial Officer
City of South Miami

September 18, 2024

To whom it may concern,

The City of Doral has used the CPA firm of Caballero, Fierman, Llerena & Garcia, LLP for the previous four years to conduct our annual audit. We are pleased with the level of professional service and overall quality of the audit work performed.

Caballero, Fierman, Llerena & Garcia, LLP has always been available to answer our questions and have provided their services in a timely manner. Their staff always demonstrated a high level of professionalism and knowledge about governmental accounting.

I would recommend Caballero, Fierman, Llerena & Garcia, LLP to any municipality requiring audit services.

Sincerely,

Fernando Casamayor
Assistant City Manager/ Chief Financial Officer
City of Doral

CITY OF PARKLAND
FINANCE and ADMINISTRATIVE SERVICES DEPARTMENT
6600 University Drive
Parkland, Florida 33067
Office: (954) 753-5040 • Fax: (954) 341-5161
www.cityofparkland.org

September 17, 2024

To Whom It May Concern

It is my pleasure to recommend Caballero Fierman Llerena & Garcia, LLP as your external auditing firm.

We have found Caballero Fierman Llerena & Garcia, LLP to be a professional, honest, dependable, and hard-working auditing firm. All staff, their partners and managers assigned to our audits have been easy to work with for the now past ten (10) audits. Their knowledge, skill, and governmental expertise have made our year-end audit process a smooth one.

We confidently recommend Caballero Fierman Llerena & Garcia, LLP as they have a wealth of governmental auditing knowledge and they are a pleasure to work with.

Please feel free to contact me at 954-757-4124 if you would like to discuss further.

Sincerely,

Chris Johnson, CPA
Finance Director

Finance Department

Robert Daddario, CPA, CGMA
Finance Director

September 16, 2024

To Whom It May Concern:

It is with great pleasure that I offer this recommendation of the audit services provided by Andrew Fierman and his firm, Caballero, Fierman, Llerena & Garcia LLP.

Caballero, Fierman, Llerena & Garcia (the "firm") have been the Town's auditors since 2007, having secured these services by competitive bid over the years. Andrew, and other firm principals with whom we have dealt, as well as the firm's staff, have always exhibited a high level of professionalism and they always deal with us in a patient, friendly and respectful manner. While the Town of Cutler Bay is a relatively small municipality with a population of approximately 45,000, the firm's principals and their staff treat us with importance and always make themselves available to the Town Council and Town Staff as needed. This is greatly appreciated by everyone here at the Town.

What I appreciate most about the firm is their practical way of addressing complex, technical issues and recommending possible solutions. I have the utmost confidence in seeking their advice on governmental accounting and reporting issues. Given their extensive background and experience in such matters, they are well qualified to offer advice on these matters.

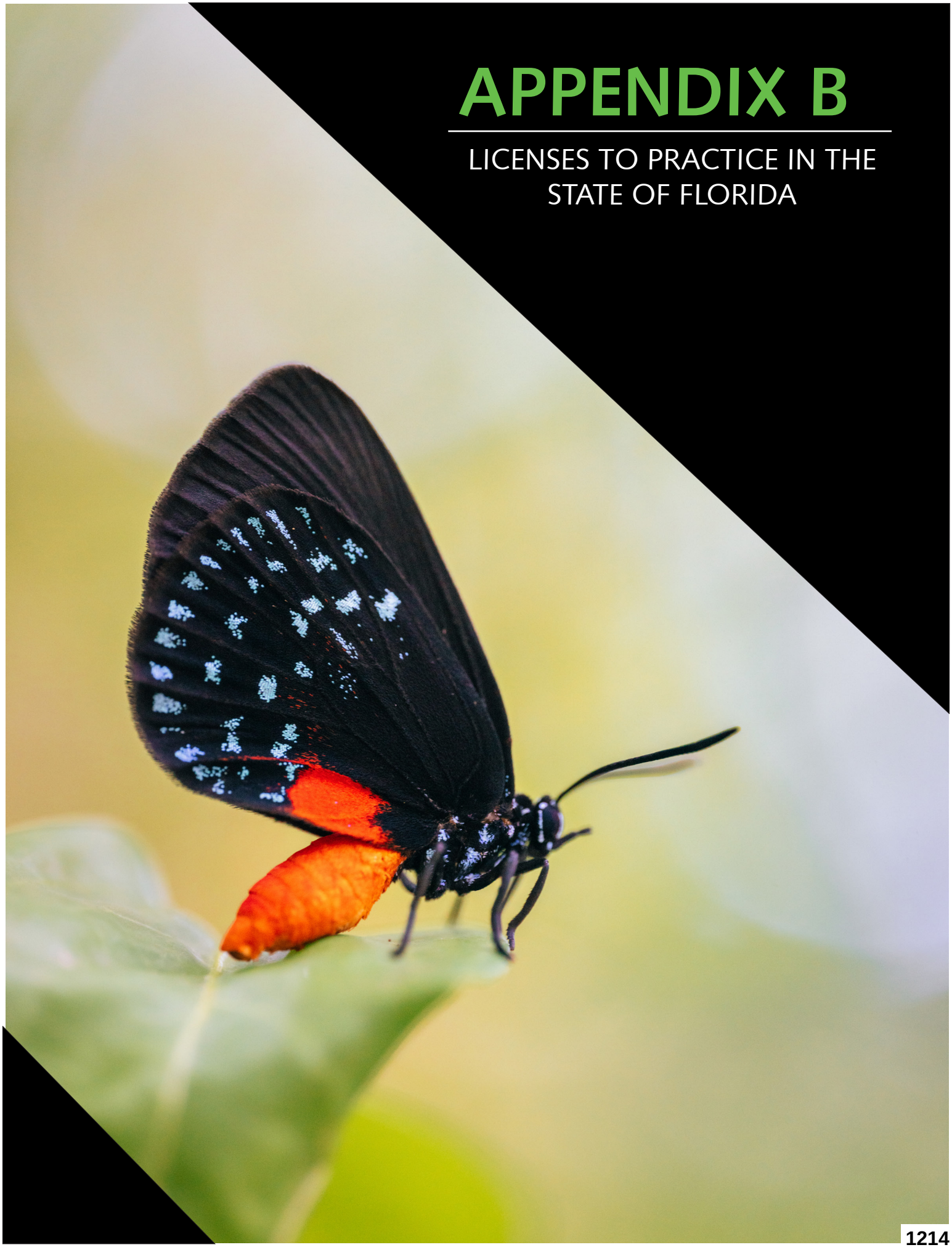
Should you have any further questions, please feel free to call me at the Town.

Sincerely,

Robert Daddario, CPA
Finance Director

APPENDIX B

LICENSES TO PRACTICE IN THE STATE OF FLORIDA



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CABALLERO FIERMAN LLERENA & GARCIA, LLP

CFLG
8950 SW 74TH COURT
SUITE 1210
MIAMI FL 33156

LICENSE NUMBER: AD64536

EXPIRATION DATE: DECEMBER 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/30/2025

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

FIERMAN, ANDREW S

8950 SW 74TH COURT
SUITE 1210
MIAMI FL 33156

LICENSE NUMBER: AC39267

EXPIRATION DATE: DECEMBER 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/06/2026

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

LLERENA, ENRIQUE

1930 HARRISON ST
SUITE 101
HOLLYWOOD FL 33020

LICENSE NUMBER: AC42193

EXPIRATION DATE: DECEMBER 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/22/2025

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

BLANK, JAMIE LYNN

1222 SKYLARK DRIVE
WESTON FL 33327

LICENSE NUMBER: AC46078

EXPIRATION DATE: DECEMBER 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

VEGA, AMANDA EVA

15555 MIAMI LAKEWAY N
APT 204
MIAMI LAKES FL 33014

LICENSE NUMBER: AC62070

EXPIRATION DATE: DECEMBER 31, 2027

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ISSUED: 01/02/2025

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1219

APPENDIX C

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2025

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
iSure Insurance Brokers, Inc.
8950 SW 74th Court
Suite 2201
Miami FL 33156

CONTACT NAME: Yeni Linarea
PHONE (A/C, No, Ext): (305) 223-2533 **FAX (A/C, No):** (305) 220-0765
E-MAIL ADDRESS: Yeni@iSureBrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Travelers Indemnity Co. of America	25666
INSURER C : Travelers Casualty & Surety Company of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Caballero, Fierman, Llerena & Garcia, LLP
8950 SW 74th Court, Ste 1210
Miami FL 33156

COVERAGES **CERTIFICATE NUMBER:** CL24122708164 **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		21 SBABA3E01	09/30/2025	09/30/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			21 SBABA3E01	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8J849698	01/01/2025	01/01/2026	[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
C	Professional Liability			106805268	09/30/2025	09/30/2026	Each	$1,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CPA. Locations:
8950 SW 74th Court , Ste 1210, Miami, FL, 33156. 1930 Harrison St. Suite 101, Hollywood, FL, 33020. 2255 Glades Road, Suite 324A, Boca Raton, FL, 33431.
Certificate holder is added as an additional insured with respects to the general liability as agreed in writing in a contract or agreement subject to attached form.

CERTIFICATE HOLDER

FL 33413

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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APPENDIX D

PEER REVIEW REPORTS



ZOMMA GROUP
CPAs AND CONSULTANTS

Report on the Firm's System of Quality Control

March 31, 2025

To the Partners of
CABALLERO, FIERMAN, LLERENA AND GARCIA, LLP
and the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of CABALLERO, FIERMAN, LLERENA AND GARCIA, LLP (the firm) in effect for the year ended January 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

ZOMMA Group, LLP
355 Alhambra Circle, Suite 1100, Coral Gables, Florida 33134
P: 305.444.8288 F: 305.444-8280
www.zommagroup.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CABALLERO, FIERMAN, LLERENA AND GARCIA, LLP in effect for the year ended January 31, 2024 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency (ies)* or *fail*. CABALLERO, FIERMAN, LLERENA AND GARCIA, LLP has received a peer review rating of *pass*.

ZOMMA Group, LLP

INFANTE & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

Members of:
American Institute of CPAs
• Center for Audit Quality
• Employee Benefit Plan Audit Quality Center
• Government Audit Quality Center
• Private Companies Practice Section
• Tax Division
Florida Institute of CPAs

Harrison Executive Centre
1930 Harrison Street
Suite 308
Hollywood, FL 33020
Telephone (954) 922-8866
Fax (954) 922-8884
www.infantecocpa.com

Report on the Firm's System of Quality Control

October 29, 2021

To the Partners of
Caballero Fierman Llerena & Garcia, LLP
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Caballero Fierman Llerena & Garcia, LLP (the firm) in effect for the year ended January 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

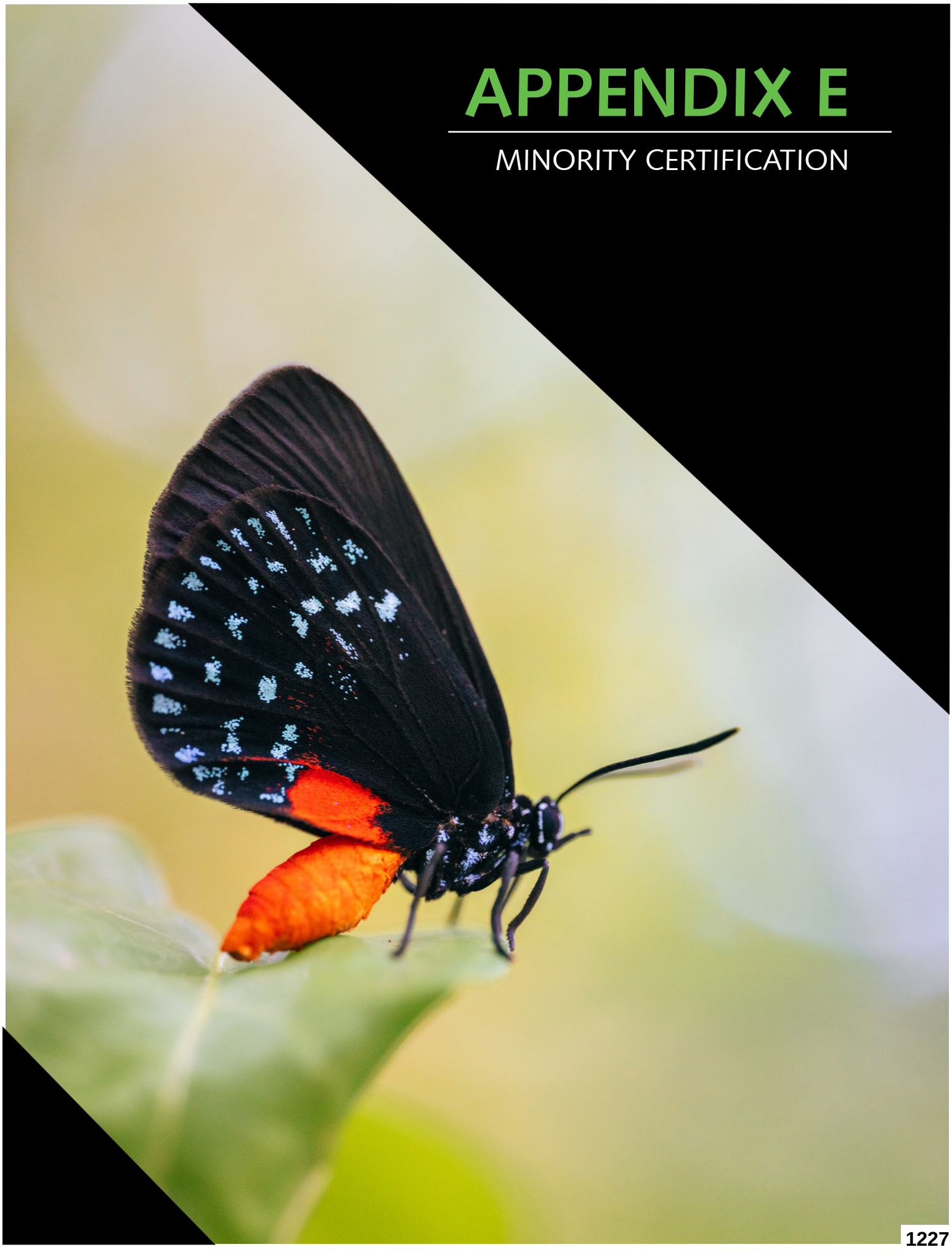
In our opinion, the system of quality control for the accounting and auditing practice of Caballero Fierman Llerena & Garcia, LLP in effect for the year ended January 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Caballero Fierman Llerena & Garcia, LLP has received a peer review rating of *pass*.

Infante & Company

Infante & Company

APPENDIX E

MINORITY CERTIFICATION



MIAMI-DADE COUNTY
Daniella Levine Cava, Mayor

Office of Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160
miamidade.gov

October 10, 2024

Nestor Caballero
Caballero Fierman Llerena & Garcia, LLP DBA CFLG
8950 SW 74TH CT., Suite 1210
Coral Gables, FL 33156

Approval Date: April 30, 2024 Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: April 30, 2027

Dear Nestor Caballero,

Miami-Dade County Office of Small Business Development (SBD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

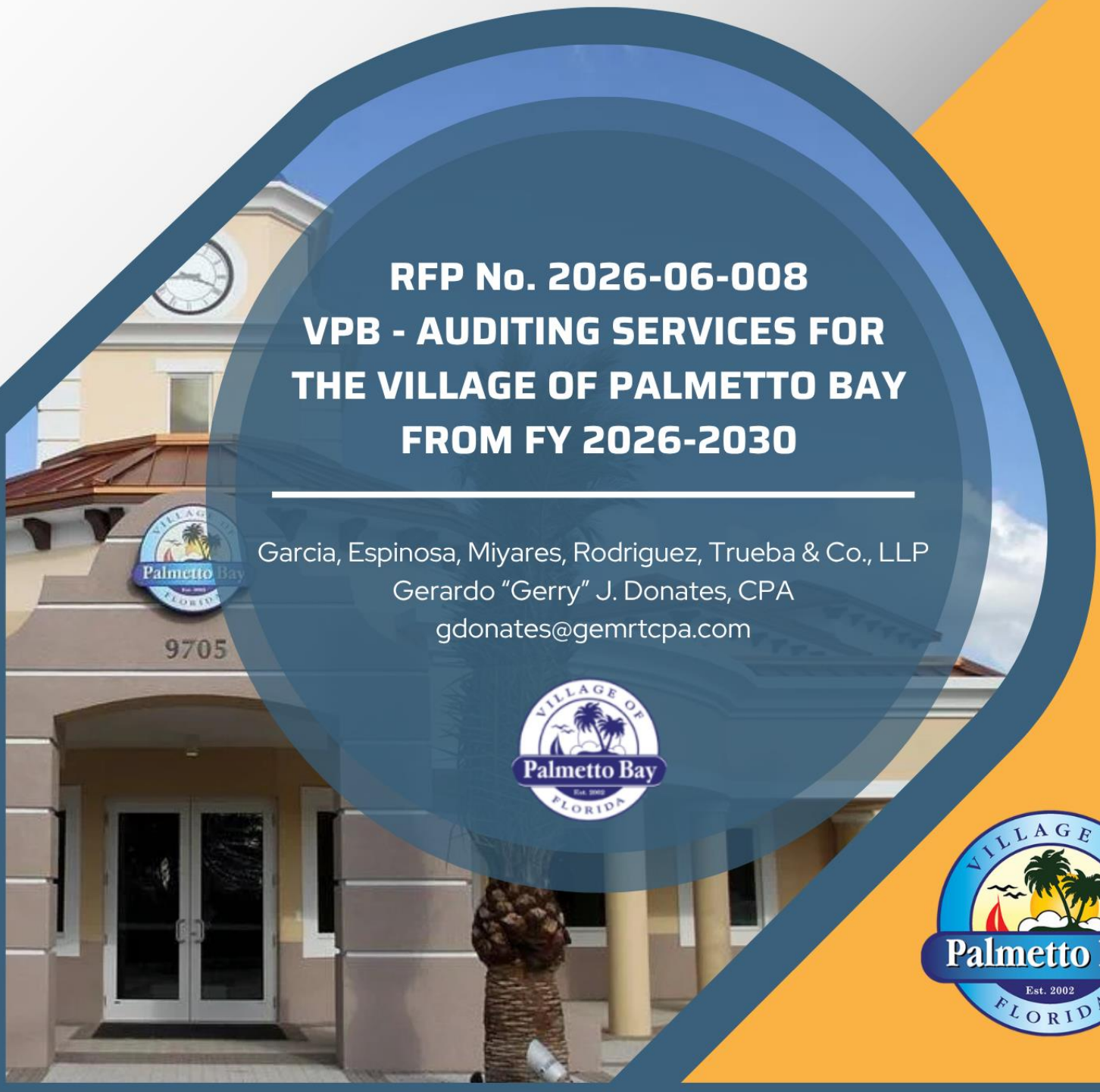
Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

MAY 1, 2026

GEMRT

Certified Public Accountants & Advisors



RFP No. 2026-06-008
VPB - AUDITING SERVICES FOR THE VILLAGE OF PALMETTO BAY FROM FY 2026-2030

Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co., LLP
Gerardo "Gerry" J. Donates, CPA
gdonates@gemrtcpa.com

www.gemrtcpa.com
305.529.5440
2600 Douglas Road, Suite 8[illegible]
Coral Gables, FL 33134

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

May 1, 2026

Village of Palmetto Bay, Florida
Finance Department – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

RE: "Proposal to Village of Palmetto Bay RFP#2026-06-008 VPB – Auditing Services"

We are pleased to have this opportunity to present the qualifications of Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP ("GEMRT" or the "Firm") to serve as the independent auditor of the Village of Palmetto Bay, Florida (the "Village"). We will meet all terms and requirements described in the Village's request for proposal, and our proposal represents a firm offer for a five-year contract. The Village's audit is a significant engagement demanding professional resources, requiring knowledge and expertise serving similar governmental entities. Our team understands the services as outlined in your request for qualifications and is committed to rendering all these services within the required time frame. The proposal was prepared without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Selecting GEMRT will provide the Village a number of important advantages.

Stability, Longevity and Capability in Serving Governmental Entities – GEMRT has a history of providing quality professional services to an impressive list of governmental clients in Florida, including Florida Counties and Cities. Our ability to leverage knowledge from our industry databases and the relevant expertise of our team members puts us in the position to hit the ground running.

Committed to Serving Government Entities – Our audit team's vast experience in audits of other prominent governmental entities gives our firm an in-depth understanding of the Village of Palmetto Bay service needs and expectations.

Seamless Transition – The GEMRT team is aware that a smooth transition of auditors requires a team that knows your industry, early planning and coordination, and effective and frequent communication.

State-of-the-Art Technology – The impact of GEMRT's significant investment in technology allow for enhancements in the audit and include – speed, efficiency, greater accuracy, intensified focus on areas of risk, and a more valuable audit for the Village.

Delivery and Service – Given the size of our professional audit staff, GEMRT can guarantee that we will timely deliver on the reports required under the scope of services. At GEMRT we are always looking to add value to our work, and should this engagement require innovative thinking, that is an area where we are most comfortable with our clients, providing the Village with alternatives and recommendations where needed. We offer a wide array of services including assurance, consulting, advisory and other specialties, and are available all-year around to serve the Village.

Our Team – Gerardo ("Gerry") J. Donates, CPA, the engagement partner, has over 20 years of experience in performing and leading audits of Florida governmental entities. Frances C. Cabrera Yec, CPA, the

engagement manager, has delivered timely and professional services to similar engagements during the past 10 years. GEMRT is a professional certified public accounting firm with its office located in Coral Gables, and more importantly has over 35 years of experience and involvement in South Florida's local governments and business community.

We can assure you that you will not be disappointed. GEMRT has the experience and focus to provide responsive, cost-effective services while adding additional value to offset the cost of the audit. As engagement partner, I will be the authorized person to make representations for the Firm, and I am available for any questions. My email address is gdonates@gemrtcpa.com and I can be reached at (305) 529-5440. We thank you for considering GEMRT's qualifications and experience and look forward to discussing how our team can work with you to help the Village continue to flourish well into the future.

Sincerely,



Gerry J. Donates, CPA
Partner

Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 1

TITLE PAGE

Village of Palmetto Bay Est. 2002 Florida

2026

MAY 1, 2026

GEMRT

Certified Public Accountants & Advisors

RFP No. 2026-06-008
VPB - AUDITING SERVICES FOR THE VILLAGE OF PALMETTO BAY FROM FY 2026-2030

Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co., LLP
Gerardo "Gerry" J. Donates, CPA
gdonates@gemrtcpa.com



GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 2

TABLE OF CONTENTS

Village of Palmetto Bay Est. 2002 Florida

2026

REQUEST FOR PROPOSALS No. 2026-06-008

INDEPENDENT AUDITING SERVICES

VILLAGE OF PALMETTO BAY, FLORIDA

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GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 3

GENERAL INFORMATION

Village of Palmetto Bay Est. 2002 Florida

2026

GENERAL INFORMATION

A. Name of Business: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

B. Mailing address: 2600 Douglas Road, Suite 800
Coral Gables, Florida 33134

Website address: https://gemrtcpa.com

Phone number: (305) 529-5440

C. Contact person for information or services: Gerry J. Donates, CPA, Partner

D. Business hours: 8:30 am – 6:00 pm

E. Business legal status: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP is a local firm, registered in the State of Florida as a limited liability partnership.

F. Date of organization: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP ("GEMRT" or the "Firm") was organized in the State of Florida as a Limited Liability Partnership of Professional Associations during July 2018. GEMRT is the successor organization of Garcia, Espinosa, Miyares & Co., LLP ("GEMCO"), a Limited Partnership of Professional Associations organized in the State of Florida during January 2000; and Rodriguez, Trueba & Co., CPA, PA ("RT&C"), a Professional Association of Certified Public Accountants organized in Florida during November 1986.

G. Office location and number of employees: The work that will be done under this proposal will be completed by GEMRT's main office in Coral Gables. This office currently employs 57 professional staff employees.

H. Description and history of the make-up and composition of the firm:

GEMRT is comprised of eleven (10) partners, five (5) directors, five (5) senior managers, ten (10) managers, and more than fifty-five (55) professionals across its audit, tax, and advisory service lines. The Firm was established through the merger of GEMCO and RT&C, which formally combined in July 2018 with an effective date of January 1, 2019. RT&C was originally founded in 1986 by Mariano J. Rodriguez, CPA, with Carlos M. Trueba joining the firm in 1993. Over time, RT&C expanded from two partners and two administrative staff to four partners, sixteen professionals, and four administrators at the time of the merger. GEMCO, established in January 2000 with three partners and one administrator, grew to three partners, twenty professionals, and three administrators prior to joining GEMRT. Both legacy firms built strong reputations for delivering high-quality financial and management services to a diverse and successful client base. Today, GEMRT continues that tradition, remaining committed to supporting clients as they navigate opportunities and challenges, enhance operational efficiency, strengthen internal systems and procedures, and achieve their strategic objectives and long-term growth. In addition to traditional accounting, audit, and tax services, the Firm provides a broad range of value-added services, including payroll processing, bookkeeping, outsourced accounting, and management consulting. As a forward-thinking and highly professional certified public accounting and consulting firm, GEMRT serves as a trusted advisor, offering insightful guidance on critical operational and financial matters across both public and private sectors.

I. Business organization: GEMRT is a stand-alone certified public accounting firm and is not a parent or subsidiary of a group of firms/agencies.

J. Business license: GEMRT is licensed, permitted, and certified to do business in the State of Florida. Below are copies of GEMRT's business licenses.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

GARCIA, ESPINOSA, MIYARES, RODRIGUEZ, TRUEBA & CO. LLP

GEMRT
2600 S DOUGLASS ROAD SUITE 800
CORAL GABLES FL 33134

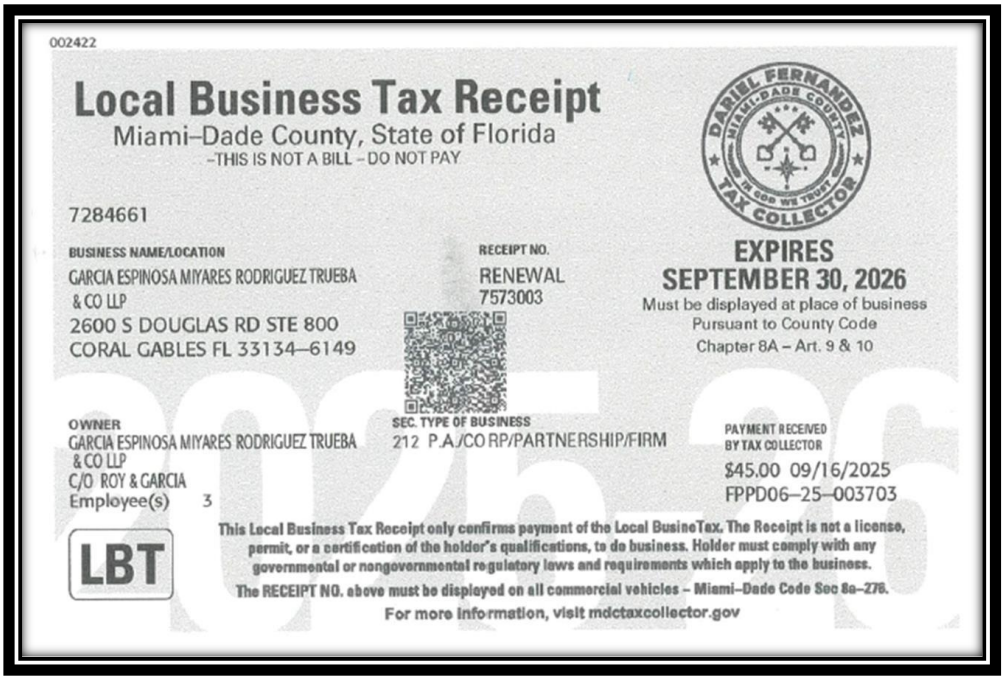
LICENSE NUMBER: AD70571
EXPIRATION DATE: DECEMBER 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/15/2025

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.



002422

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

DARIEL FERNANDEZ MIAMI-DADE COUNTY IN GOD WE TRUST TAX COLLECTOR

7284661

BUSINESS NAME/LOCATION
GARCIA ESPINOSA MIYARES RODRIGUEZ TRUEBA & CO LLP
2600 S DOUGLAS RD STE 800
CORAL GABLES FL 33134-6149

RECEIPT NO.
RENEWAL
7573003

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
GARCIA ESPINOSA MIYARES RODRIGUEZ TRUEBA & CO LLP
C/O ROY & GARCIA
Employee(s) 3

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

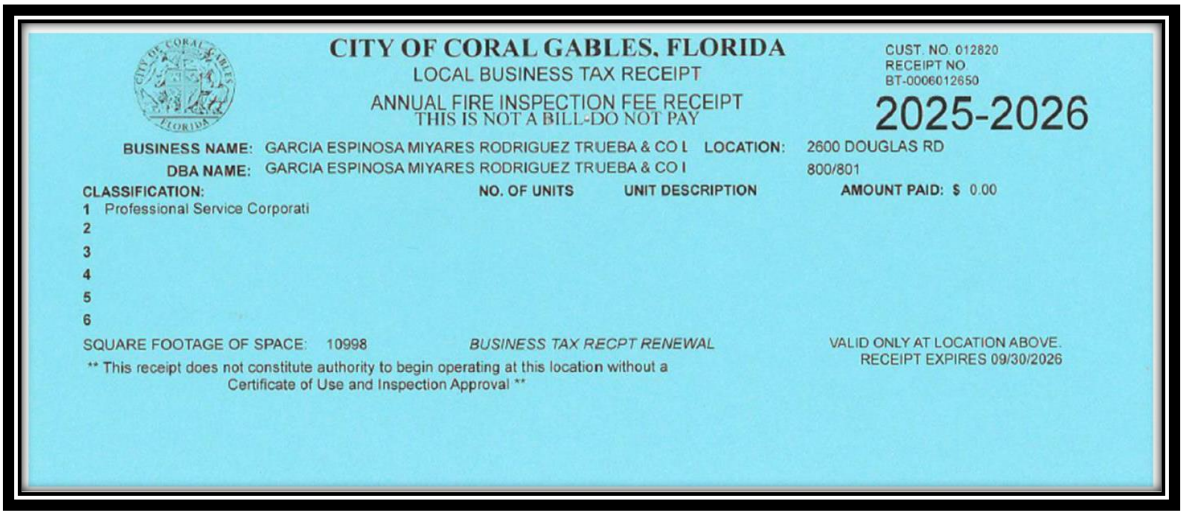
PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/16/2025
FPPD06-25-003703

LBT

This Local Business Tax Receipt only confirms payment of the Local BusineTax. 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 mdctaxcollector.gov



CITY OF CORAL GABLES, FLORIDA
LOCAL BUSINESS TAX RECEIPT
ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY

CUST. NO. 012820
RECEIPT NO.
BT-0006012650

2025-2026

BUSINESS NAME: GARCIA ESPINOSA MIYARES RODRIGUEZ TRUEBA & CO L LOCATION: 2600 DOUGLAS RD
DBA NAME: GARCIA ESPINOSA MIYARES RODRIGUEZ TRUEBA & CO I 800/801

CLASSIFICATION: NO. OF UNITS UNIT DESCRIPTION AMOUNT PAID: $ 0.00
1 Professional Service Corporati
2
3
4
5
6

SQUARE FOOTAGE OF SPACE: 10998 *BUSINESS TAX RECPT RENEWAL*

VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2026

** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

K. Relevant firm statistics:

- **Size of firm:** GEMRT currently has a total of 85 members including partners, professional staff, and administrative staff.
- **Size of firm's governmental audit staff:** 10
- **Office location for this engagement:** The work for this engagement will be performed by our Coral Gables office, located on 2600 Douglas Road, Suite 800.

L. Independence affirmation: As defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards, GEMRT affirms that it is independent of the Village of Palmetto Bay.

GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 4

FIRM QUALIFICATION & REFERENCES

Village of Palmetto Bay Est. 2002 Florida

2026

FIRM QUALIFICATIONS & REFERENCES

A. Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT) is a full-service accounting firm that has provided high-quality accounting, auditing, tax, consulting and advisory services to a diverse and successful client base for over forty years. We are dedicated to helping our clients develop through opportunities and obstacles they routinely face. As an innovative and highly professional certified public accounting and consulting firm, GEMRT serves as a valued advisor to its clients by providing guidance on important operational and individual matters in both public and private sectors. Our firm's expertise includes the industry sectors of local governments, nonprofits, aviation, professional services, construction, real estate developers, healthcare, distributors and wholesalers.

GEMRT was founded on April 30, 2018, through a merger of two local firms, Rodriguez, Trueba & Co., CPA P.A. (RT&C) and Garcia, Espinosa, Miyares & Co., LLP (GEMCO), which provided professional CPA services for 33 years and 19 years, respectively, before the merger. The merger was facilitated by combining two companies with similar values and philosophies, while sharing an emphasis on honesty and integrity and a commitment to excellence, service, and deep technical expertise.

GEMRT was formed as a limited liability partnership, and currently has one office located in Coral Gables, Florida. The firm is structured as follows:

Partners	10
Professional Staff - Governmental Audit	**10**
Professional Staff - Other	47
Administrative Staff	18
Total	**85**

B. The Firm is in excellent financial health with revenues exceeding $19 million for the last 12 months and net assets of over $5.5 million at March 31, 2026. GEMRT is financially stable and fully capable of performing the services required under this engagement. The firm has no conditions (including bankruptcy, pending merger, planned office closures, or litigation) that would impede its ability to complete the engagement.

a. See proceeding pages for the two most recent peer review reports completed for the years ended December 31, 2022 and 2019, along with the FICPA acceptance of the peer review. The peer reviews completed for the years ended December 31, 2022 and 2019 each included a review of specific governmental engagements (see peer review reports on following pages).

b. GEMRT confirms that there have been no federal or state desk reviews or field reviews of its audits during the past three (3) years. Additionally, there have been no disciplinary actions taken or pending against the firm by any state or federal regulatory bodies or professional organizations during this time period, and no incidents to report.

c. The Firm affirms that it has the capacity, resources, and availability to successfully perform the services outlined in this proposal. The firm does not anticipate the need for any outside support or subcontracting to complete the required services. All work will be performed by in-house personnel, and no outside firms or subcontractors are being proposed.

d. There is no disciplinary action that has been taken, or that is pending, against the Firm or any partners or employees of the firm by the State regulatory bodies or professional organizations during the past three (3) years.

e. During the past three (3) years there has been no litigation or proceeding whereby a court or any administrative agency has ruled against the firm or any of the professional staff.

C. The following includes the Firm's experience in performing similar work to that solicited in this RFP.

a and b. The following are GEMRT's most significant audit engagements performed in the last five (5) years that are similar to the engagement described in this Request for Proposal:

Client	Most Recently Issued FS Date	Scope of Work	Engagement Partner	Total Hours	Client Contact	Contact Number
City of Doral, FL	September 30, 2025	ACFR preparation, FS Audit, Federal Single Audit	Gerry Donates	480	Solangel Perez, Chief Financial Officer	305-593-6725
Town of Miami Lakes, FL	September 30, 2025	ACFR preparation, FS Audit, Federal Single Audit	Gerry Donates	460	Kay Grant, Chief Financial Officer	305-364-6100
City of West Miami, FL	September 30, 2025	ACFR preparation, FS Audit, Federal and Florida Single Audit	Gerry Donates	450	Annery Gonzalez, City Clerk	305-266-1122
City of Sweetwater, FL	September 30, 2024	Financial Statement Audit and Federal Single Audit	Gerry Donates	450	Jose Diaz, Mayor	305-221-0411
Borinquen Health Care Center, Inc.	January 31, 2025	Financial Statement Audit and Federal Single Audit	Gerry Donates	385	Sindia Rosenay, Chief Financial Officer	305-576-6611

c. GEMRT's current government clients include the following:

Current Governmental Clients - Audit	Fiscal Year End	Number of Funds	Total Revenues
City of Doral, FL	9/30	19	$ 125,000,000
Town of Miami Lakes, FL	9/30	10	$ 35,000,000
City of West Miami, FL	9/30	9	$ 19,000,000
City of Sweetwater, FL	9/30	11	$ 42,000,000
Broward County - General Fund *	9/30	1	$ 1,900,000,000
Broward County - Aviation *	9/30	1	$ 400,000,000
Broward County - Port Everglades *	9/30	1	$ 235,000,000

* Subcontractor

d. The Firm has not performed any engagements for the Village of Palmetto Bay within the last five (5) years. Therefore, there are no prior engagements to report with the Village.

e. Sample formats for required reports are included below.

f. GEMRT has a wealth of knowledge and experience in preparing governmental financial statements, assisting in the preparation of Annual Comprehensive Financial Reports (ACFR), and providing assistance in obtaining the Certificate of Achievement for Excellence in Financial Reporting. The Firm has a 100% success rate with municipalities and governmental agencies obtaining the Certificate of Achievement for Excellence in Financial Reporting for all audits which the Firm was engaged and an ACFR was prepared. Most recently, the Firm has assisted clients maintain their streak of receiving the Certificate of Achievement. In the current year, the Firm also assisted in the preparation of a municipality's first ACFR.

The Firm has experience auditing multiple municipalities in the South Florida area dating back to 1996. This includes entities that prepare an ACFR and entities requiring Federal and/or State Single Audits. As a result of this experience, our staff has been exposed to, and has audited, all types of funds and

component units – including governmental funds, special revenue funds, capital projects funds, debt service funds, enterprise funds, fiduciary funds, internal service funds, blended component units, and discretely presented component units. The Firm has also assisted municipalities and governmental agencies in implementing new GASB standards; most recently, but not limited to, GASB Statement Nos. 87, 88, 96, and 101, with several new standards to be implemented on the horizon. The Firm has also had the opportunity of auditing County agencies and the City of Miami through joint ventures, which included auditing various enterprise funds and governmental funds, and completing documentation and testing of Single Audits.

Through its experience with various municipalities, governmental agencies, and nonprofit organizations, the Firm has prepared multiple Federal and State Single Audit reports as required by the Uniform Guidance and Rules of the Florida Auditor General. The Firm has extensive experience in auditing individual funds consisting of electric utilities, water and sewer utilities, sanitation, and stormwater, as evidenced by the Firm's current and former government clients.

D. GEMRT affirms that it has the capacity, resources, and availability to successfully perform the services outlined in this proposal. The firm does not anticipate the need for any outside support or subcontracting to complete the required services. All work will be performed by GEMRT, and no other firms or subcontractors are being proposed.

E. Four Florida municipal references for which the firm has performed similar work are as follows. Reference forms and reference letters are included in the following pages.

Client	Contact Person	Address	Telephone Number	Email Address
City of Sweetwater, FL	Jose "Pepe" Diaz, Mayor	500 SW 109th Avenue, Sweetwater, Florida 33174	(305) 221-0411	mayordiaz@cityofsweetwater.fl.gov
City of West Miami, FL	Annery Gonzalez, City Clerk	901 SW 62 Avenue, West Miami, Florida 33144	(305) 266-1122	anneryg@cityofwestmiami.org
City of Doral, FL	Solangel Perez, Finance Director	8401 NW 53rd Terrace, Doral, Florida 33166	(305) 593-6725	solangel.perez@cityofdoral.com
Town of Miami Lakes, FL	Edward Pidermann, Town Manager	6601 Main Street, Miami Lakes, Florida 33014	(305) 364-6100	pidermann@miamilakes-fl.gov

A copy of an Annual Comprehensive Financial Report from one of the references, Town of Miami Lakes, Florida, for the fiscal year ended September 30, 2025, can be obtained from Town of Miami Lakes - Finance.

F. GEMRT has one office in Coral Gables which provides a range of professional services including audit, accounting, tax, consulting and advisory services. The local office is staffed by experienced partners, directors, managers, supervisors, seniors, and staff who possess knowledge of governmental accounting and auditing standards applicable to municipalities and other public sector entities. The partners, management and staff with governmental expertise are all located at the local office. The Firm's local office also utilizes computerized audit software, electronic workpaper systems, and computer-assisted audit techniques to improve efficiency and strengthen audit quality. Our office has five individuals skilled in artificial intelligence and computer assistance techniques and has a dedicated IT committee which addresses technological enhancements and needs within the firm and for our clients.

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: ACFR and Single Audits; audits of the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $255,000 (not including Single Audits) Final Value of Contract: $255,000 (in progress, no change orders)

Length of Contract: 5 Years

Would you enter into a contract with the Company in the future? XX Yes _____ No

Were the services provided acceptable and of quality standards: XX Yes _____ No

Was the Company responsive to your requests and resourceful with the task? XX Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

XXX Yes _____ No

If you responded no to any of the above please provide details:

Comments:

We have used GEMRT for several years and recommend them highly. We have never had an issue with quality of their work product, timeliness or responsiveness.

Name of Public Entity/Company: Town of Miami Lakes, Florida

Name of Individual completing this form: Edward Pidermann

Signature: _____ Title: Town Manager

Telephone: (305) 364-6100 Email: pidermanne@miamilakes-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: Basic Financial Statements and Single Audits; audits of the financial statements of the governmental activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $355,000 (not including Single Audits) Final Value of Contract: $355,000 (in progress, no change orders)

Length of Contract: 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: 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:

See Reference Letter

Name of Public Entity/Company: City of Sweetwater, Florida

Name of Individual completing this form: Jose "Pepe" Diaz

Signature: _____ Title: Mayor

Telephone: (305) 221-0144 Email: financedirector@city

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

Sincerely,
Alessia Bencomo, Procurement Specialist

City of Sweetwater

April 22, 2026

City of Sweetwater, Florida
Office of the Mayor
Jose "Pepe" Diaz
500 SW 109th Ave,
Sweetwater, Florida 33174

To Whom It May Concern,

I am pleased to write this letter to offer my recommendation for Garcia, Espinosa, Miyares, Rodriguez, Trueba (GEMRT) as the Mayor of the City of Sweetwater, Florida.

For over 18 years GEMRT has consistently demonstrated exceptional expertise, integrity, and dedication to delivering high-quality accounting services in their role as Certified Public Accountants and the City's auditors. Their team possesses a deep understanding of financial regulations, tax compliance, and strategic financial planning. They approach each project with meticulous attention to detail, ensuring accuracy and transparency in every report and analysis. GEMRT Partners has continuously provided valuable guidance and services while maintaining a strong focus on detail, timelines and fostering trust and long-term partnerships.

Should you require any further information or wish to discuss their qualifications, please do not hesitate to contact my office at mayordiaz@cityofsweetwater.fl.gov.

Sincerely,

Jose "Pepe" Diaz
Mayor, City of Sweetwater, Florida

500 S.W. 109th Avenue, Sweetwater, Florida 33174-1398 • Phone: 305-221-0411 • Fax: 305-221-2541

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: ACFR and Single Audits; audits of the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $185,000 (not including Single Audits) Final Value of Contract: $185,000 (in progress, no change orders)

Length of Contract: 3 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:

See reference letter.

Name of Public Entity/Company: City of West Miami, Florida

Name of Individual completing this form: Annery Gonzalez

Signature: Annery Gonzalez Title: City Clerk

Telephone: (305) 266-1122 Email: anneryg@cityofwestmiami.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ANNERY GONZALEZ
City Clerk

April 21st, 2026

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

RE: Reference for Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

Dear Sir or Madam,

The City of West Miami is pleased to provide this reference for Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT).

The firm has served as the City's independent auditors for over three decades, including service under Rodriguez, Trueba & Co. and its successor firm, GEMRT, maintaining a long-standing relationship with the City.

GEMRT has performed audits of the City's financial statements, including the Annual Comprehensive Financial Report (ACFR), as well as Federal and State Single Audits, as applicable. Their work has been professional, timely, and in compliance with applicable standards.

Based on our experience, we recommend GEMRT for auditing services.

Please feel free to contact our office if additional information is needed.

Best regards,

Annery Gonzalez, MMC, SHRM-CP
City Clerk

CITY OF WEST MIAMI
901 S.W. 62ND Avenue ● West Miami, Florida 33144 ● Tel: (305) 266-1122
anneryg@cityofwestmiami.gov

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: ACFR and Single Audits; audits of the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $270,500 (not including Single Audits) Final Value of Contract: In Progress (no change orders)

Length of Contract: 5 Years

Would you enter into a contract with the Company in the future? XX Yes _____ No

Were the services provided acceptable and of quality standards: XX Yes _____ No

Was the Company responsive to your requests and resourceful with the task? XX Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

XX Yes _____ No

If you responded no to any of the above please provide details:

Comments:

GEMRT has performed audit services for the City of Doral for multiple years. All audits were completed timely. Their personnel are extremely professional knowledgeable. They are always accessible, not only throughout the audit process but throughout the year as well. We have been very satisfied with their services.

Name of Public Entity/Company: City of Doral, Florida

Name of Individual completing this form: Solangel Perez

Signature: _____ Title: Finance Director

Telephone: (305) 593-6725 Email: solangel.perez@cityofdoral.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

Garcia, Espinosa, Miyares, Rodriguez, Trueba and Company

Report on the Firm's System of Quality Control

December 31, 2019

ZOMMA GROUP
CPAs AND CONSULTANTS

Report on the Firm's System of Quality Control

December 22, 2020

To the Partners of
Garcia, Espinosa, Miyares, Rodriguez, Trueba and Company
and the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Garcia, Espinosa, Miyares, Rodriguez, Trueba and Company (the firm) in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

ZOMMA Group, LLP
355 Alhambra Circle, Suite 1100, Coral Gables, Florida 33134
P: 305.444.8288 F: 305.444-8280
www.zommagroup.com

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Garcia, Espinosa, Miyares, Rodriguez, Trueba and Company in effect for the year ended December 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency (ies)* or *fail*. Garcia, Espinosa, Miyares, Rodriguez, Trueba and Company has received a peer review rating of *pass*.

ZOMMA Group, LLP

GARCIA, ESPINOSA, MIYARES, RODRIGUEZ & TRUEBA & CO.

Report on the Firm's System of Quality Control

December 31, 2022

ZOMMA GROUP
CPAs AND CONSULTANTS

Report on the Firm's System of Quality Control

August 31, 2023

To the Partners of
GARCIA, ESPINOSA, MIYARES, RODRIGUEZ & TRUEBA & CO.
and the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of GARCIA, ESPINOSA, MIYARES, RODRIGUEZ & TRUEBA & CO. (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

ZOMMA Group, LLP
355 Alhambra Circle, Suite 1100, Coral Gables, Florida 33134
P: 305.444.8288 F: 305.444-8280
www.zommagroup.com

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of GARCIA, ESPINOSA, MIYARES, RODRIGUEZ & TRUEBA & CO. in effect for the year ended December 31, 2022 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency (ies)* or *fail*. GARCIA, ESPINOSA, MIYARES, RODRIGUEZ & TRUEBA & CO. has received a peer review rating of *pass*.

ZOMMA Group, LLP

INDEPENDENT AUDITORS' REPORT

Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palmetto Bay, Florida (the "Village"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension schedules, and the OPEB schedule on pages 4-13, 69-70, 71-77, and 78, respectively, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2026, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Coral Gables, Florida
DATE

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palmetto Bay, Florida (the "Village), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated April 30, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Coral Gables, Florida
DATE

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

Report on the Financial Statements

We have audited the financial statements of the Village of Palmetto Bay, Florida (the "Village"), as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated April 30, 2026.

Auditors' Responsibility

We conducted our audit in accordance auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 29, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1(i1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1(i4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Village was incorporated on June 24, 2003 under Ordinance 03-88 adopted by the Miami-Dade Board of County Commissioners. There were no component units related to the Village.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. The assessment was completed as of the fiscal year end. It is management's responsibility to monitor the Village's financial condition, and our financial condition was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the Village did not operate a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, within the Village's geographical boundaries during the fiscal year under audit.

Or, applicable wording regarding PACE program and names and information of administrators.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, members of the Village Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Coral Gables, Florida
DATE

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO SECTION 218.415, FLORIDA STATUTES

Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

We have examined the Village of Palmetto Bay, Florida's (the "Village") compliance with the requirements of Section 218.415, Florida Statutes, during the period from October 1, 2024 to September 30, 2025. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Village's compliance with specified requirements. In our opinion, the Village complied, in all material respects, with the requirements of Section 218.415, Florida Statutes, during the period from October 1, 2024 to September 30, 2025.

This report is intended solely for the information and use of Village management, the Mayor, members of the Village Council, others within the Village, and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

Coral Gables, Florida
DATE

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor, Village Council and Village Manager
Village of Palmetto Bay, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Village of Palmetto Bay, Florida's (the "Village") compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Village's major federal programs for the year ended September 30, 2025. The Village's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Village's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Coral Gables, Florida
DATE

GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 5

QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

Village of Palmetto Bay Est. 2002 Florida

2026

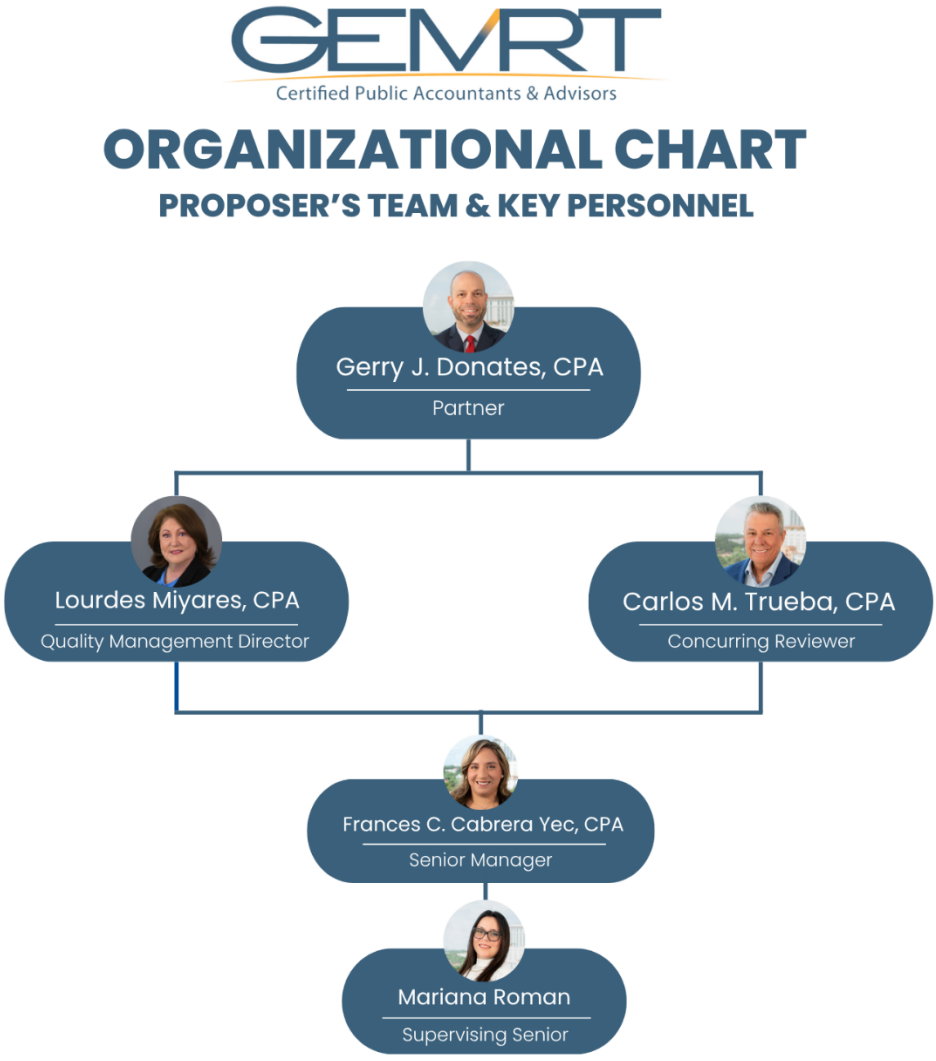
QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

Tab 5. Section A and B.

Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP ("GEMRT") proposes a highly qualified and experienced engagement team with extensive expertise in governmental auditing and financial reporting.

The engagement will be led by Gerry J. Donates, CPA, Engagement Partner, with more than 20 years of governmental audit experience, supported by a team of managers, senior auditors, and staff auditors. The Firm is committed to assigning personnel with the appropriate technical expertise and availability to ensure timely and high-quality service delivery. Information regarding the governmental auditing experience, professional qualifications, and relevant municipal engagement experience of the key personnel assigned to this engagement is provided in the resumes included on the following pages.

Organizational Chart of key personnel



Years of local government experience in Florida:

Project Team Member	Years of Local Government Experience
Gerry J. Donates, CPA	22
Carlos M. Trueba, CPA	35
Lourdes Miyares, CPA	10
Frances C. Cabrera Yec, CPA	10
Mariana Roman	5

Relevant firm statistics:

- **Size of firm:** GEMRT currently has a total of 85 members including partners, professional and administrative staff.
- **Size of firm's governmental audit staff:** 10
- **Office location for this engagement:** The work for this engagement will be performed in our Coral Gables office, located at 2600 Douglas Road, Suite 800 Coral Gables, FL 33134.
- **Staffing Commitment:**
  Four full-time basis key members, ranging from engagement partner to staff auditor.
  Two part-time basis key staff members, the concurring reviewer and quality management director.

As included above, all key staff members have experience in government auditing experience ranging from five to thirty-five years. See the proceeding pages for the licenses of the Certified Public Accountants within the key staff members included in this proposal.

Continuing professional education for the past three (3) years:

Project Team Member	Total	Governmental
Gerry J. Donates, CPA	144	54
Carlos M. Trueba, CPA	136	40
Lourdes Miyares , CPA	140	36
Frances C. Cabrera Yec, CPA	138	40
Mariana Roman	145	42

Tab 5. Section B – e.

Memberships

The team members included in the proposal have extensive industry knowledge including expertise in the regulatory and technical skills needed to execute an effective audit. The quality of our audit staff is paramount to the success of our engagements. Our firm promotes this quality by implementing continuous training and professional development programs. We focus on fostering an environment of excellence and accountability, where

each team member is encouraged to strive for continuous improvement. This approach not only aligns with our core value of "We Care" but also ensures that our staff are well-equipped with the latest industry knowledge and best practices, thereby maintaining the highest standards of audit quality.

Memberships in Professional Organizations

GEMRT maintains membership in the following professional organizations:

- **GFOA**
- **FGFOA**
- **AICPA**
- **FICPA**
- **Eide Bailly Alliance**
- **Miami-Dade County League of Cities**

Tab 5. Section B – g.

Commitment to Excellence

Through our extensive experience providing audit and assurance services to municipalities and other governmental entities, GEMRT understands the importance of delivering an audit that promotes transparency, accountability, and public trust. We recognize that the Village of Palmetto Bay requires a firm that can provide not only technical expertise, but also responsive service and clear communication throughout the engagement.

GEMRT is fully committed to meeting and exceeding the requirements outlined in the Village of Palmetto Bay's RFP No. 2026-06-008. Our approach is centered on providing a thorough and efficient audit process that minimizes disruption to Village staff while maintaining the highest standards of professional quality. We are committed to developing a collaborative working relationship with Village management and ensuring that all deliverables are completed accurately and on schedule.

As outlined in the implementation schedule provided in Tab 6, GEMRT will dedicate the appropriate partner, manager, and staff resources necessary to complete the engagement within the required deadlines. Beyond meeting compliance requirements, our goal is to provide the Village with meaningful recommendations that strengthen internal controls, improve financial reporting, and support effective stewardship of public resources.

Tab 5. Section C.

Staff Availability

The Firm's total governmental audit staff consists of **ten (10) professionals**. The total staff available for this engagement, including the various deliverables described in the Scope of Services of RFP No. 2026-06-008. These professionals will be dedicated to serving the Village of Palmetto Bay in connection with the audit of the Village's financial statements, Federal and/or Florida Single Audits.

The anticipated percentage of audit work to be performed by the various levels of staff is as follows:

PARTNER	8%
MANAGER	20%
SUPERVISOR	30%
SENIOR & STAFF	42%

Tab 5. Section D.

Project Staff:

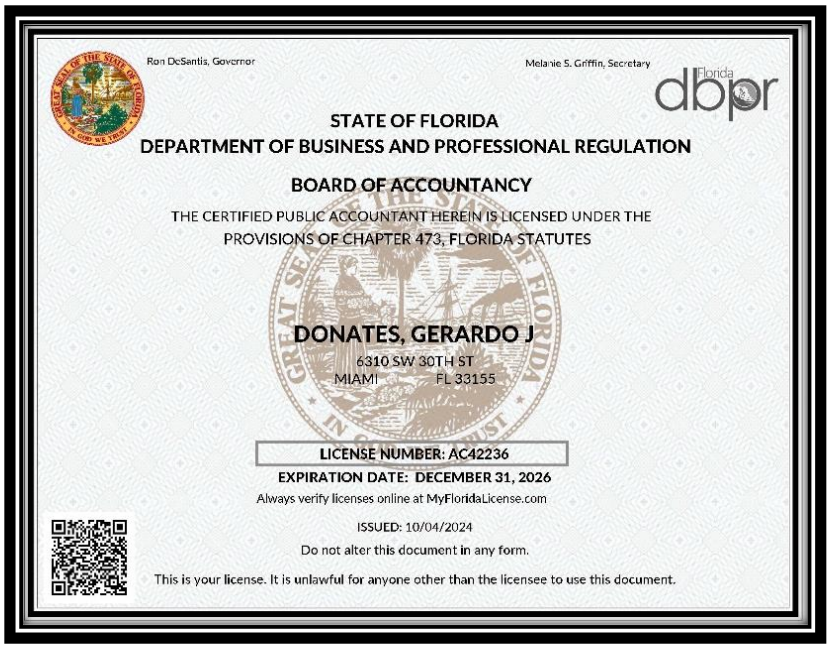
Name and Title	Engagement Responsibilities
Gerry J. Donates, CPA *Engagement Partner*	Contact person and will oversee the communication with the City on behalf of the firm. Responsible for the engagement and its performance and for the auditor's report that is issued on behalf of the firm. For experience see resume in proceeding pages.
Lourdes Miyares, CPA *Quality Management Director*	Responsible for quality management review of the engagement. For experience see resume in proceeding pages.
Carlos M. Trueba, CPA *Concurring Review Partner*	Objectively evaluate the significant judgments the engagement team made and conclusion it reached in formulating the auditor's report. For experience see resume in proceeding pages.
Frances C. Cabrera Yec, CPA *Audit Senior Manager*	Assist the engagement partner in the planning, direction, supervision and performance of the audit engagement in compliance with professional standards, regulatory requirements and firm policies and procedures; and on-site supervision of fieldwork. For experience see resume in proceeding pages.
Mariana Roman *Supervising Senior Auditor*	Assist the audit manager in planning of engagement, including completing substantive testing and analysis of more complex areas of the audit, review perform work performed by audit staff and preparing management letter comments. For experience see resume in proceeding pages.

Tab 5. Section E.

GEMRT is committed to ensuring that the key personnel and/or principals named in this proposal will remain assigned to the project for the full duration of the contract. We understand and agree that no diversion or substitution of these individuals will occur without submitting a written request to the City, including the qualifications and experience of any proposed replacements, and obtaining the City's prior written approval.

Tab 5. Section F.

Certified Public Accountant Licenses:



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

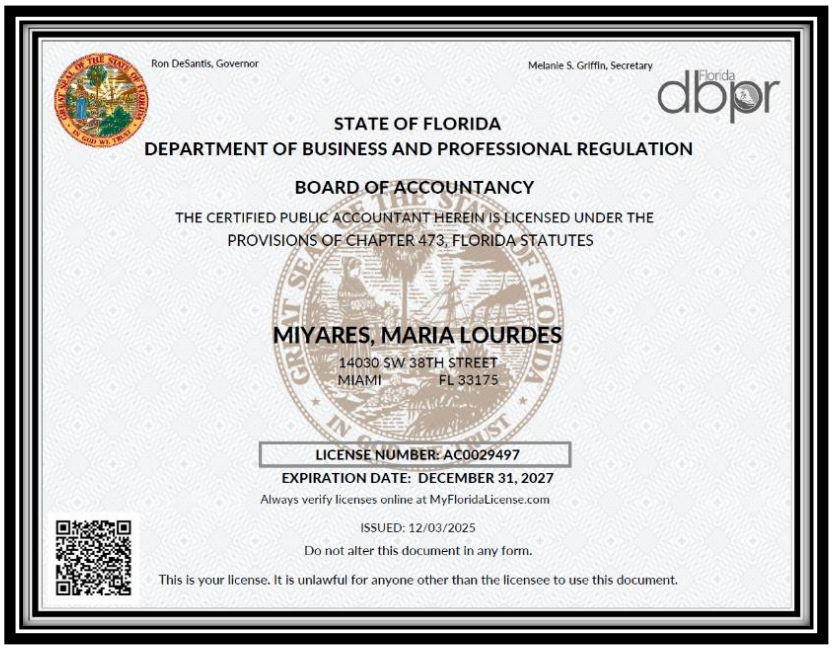
DONATES, GERARDO J
6310 SW 30TH ST
MIAMI FL 33155

LICENSE NUMBER: AC42236
EXPIRATION DATE: DECEMBER 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/04/2024

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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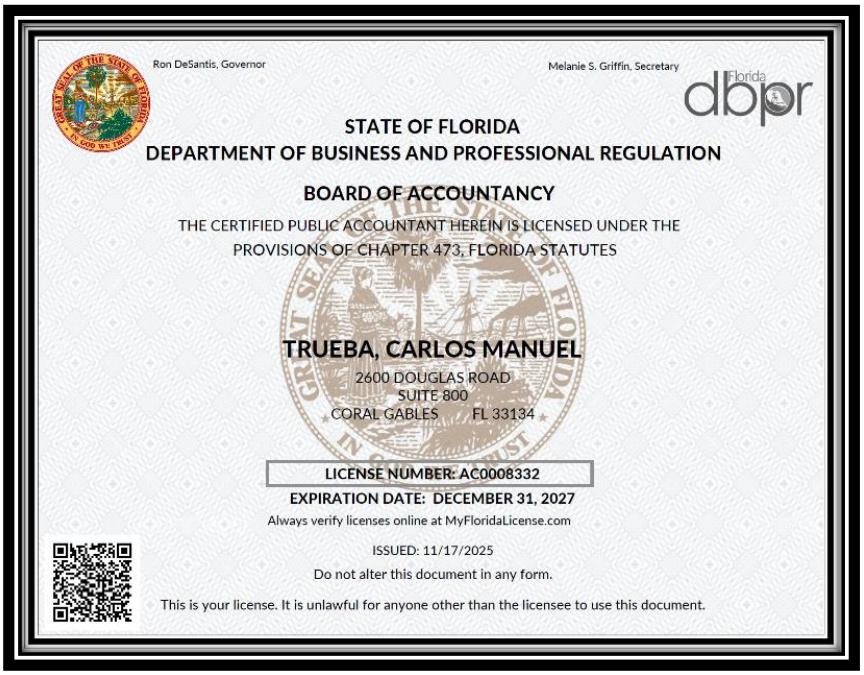
MIYARES, MARIA LOURDES
14030 SW 38TH STREET
MIAMI FL 33175

LICENSE NUMBER: AC0029497
EXPIRATION DATE: DECEMBER 31, 2027
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ISSUED: 12/03/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

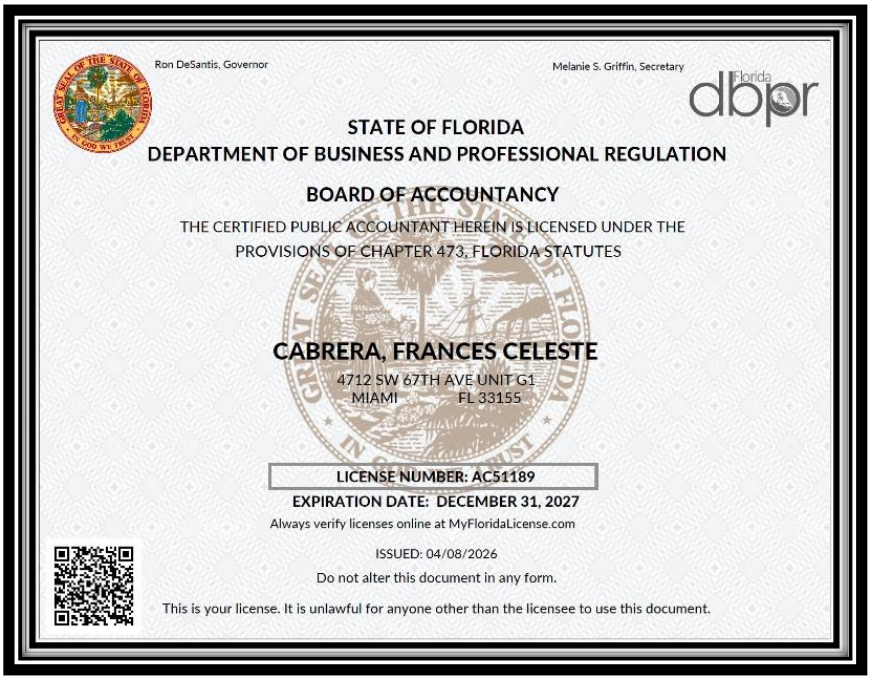
BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

TRUEBA, CARLOS MANUEL
2600 DOUGLAS ROAD
SUITE 800
CORAL GABLES FL 33134

LICENSE NUMBER: AC0008332
EXPIRATION DATE: DECEMBER 31, 2027
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CABRERA, FRANCES CELESTE
4712 SW 67TH AVE UNIT G1
MIAMI FL 33155

LICENSE NUMBER: AC51189
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Tab 5. Section G.

Supporting documentation issued by the Florida Board of Accountancy verifying that the licenses referenced above are currently active and in good standing is included as part of this submission.

Tab 5. Section H.

All Certified Public Accountants assigned to this engagement are licensed in the State of Florida and have properly maintained the continuing professional education (CPE) requirements in governmental accounting and auditing, as required by the Florida Board of Accountancy.

GEMRT provides specialized training to its audit professionals through both internal programs and external providers in industry-specific areas, including Government Auditing Standards. This training ensures compliance with Government Auditing Standards ("Yellow Book") requirements, including a minimum of 24 hours of continuing professional education in governmental accounting and auditing during each two-year period, as well as a minimum of 80 total hours of continuing professional education during the same period. These training requirements are designed to enhance technical expertise and ensure that personnel remain current with evolving standards, regulatory requirements, and best practices within the accounting and auditing profession

Tab 5. Section I.

GEMRT affirms that all CPAs assigned to this engagement have completed the required course:

"Ethics for Governmental CPAs in Florida" and remain in full compliance with all ethical and professional standards.



MEET OUR ENGAGEMENT PARTNER

Gerry J. Donates, CPA

Contact

305.529.5440

Gdonates@gemrtcpa.com

www.gemrtcpa.com

2600 Douglas Road, Suite 800
Coral Gables, FL 33134

Education

Bachelor of Accounting
University of Florida - May 2002

Master of Accounting
Nova Southeastern University - March 2007

Certified Public Accountant, Florida 2009

Professional Affiliations

Member, American Institute of Certified Public Accountants **(AICPA)**

Member, Florida Institute of Certified Public Accountants **(FICPA)**

Member, Government Finance Officers Association **(GFOA)**

Member, Miami-Dade School Board **Audit and Budget Advisory Committee**

GEMRT

Gerry Donates has over 20 years of experience in public accounting and auditing.

Gerry J. Donates, CPA, serves as the Firm's Audit Partner and leads the audit and assurance practice. He has been with the Firm since December 2003 and has extensive experience providing audit and compliance services to governmental entities, including municipalities, special districts, and other public sector organizations. He is responsible for ensuring compliance with all applicable professional standards, including Government Auditing Standards, federal and state regulations, and applicable local ordinances. He is recognized for his responsiveness, technical expertise in governmental accounting, and ability to deliver practical recommendations that strengthen internal controls, improve financial reporting, and enhance transparency and accountability in public sector operations.

- Directing the planning and execution of municipal financial statement audits and compliance audits
- Evaluating and documenting internal controls over financial reporting and compliance with applicable laws and regulations
- Developing risk-based audit strategies tailored to governmental entities and public sector operations
- Reviewing Annual Comprehensive Financial Reports (ACFRs) and related financial statements for compliance with Governmental Accounting Standards Board requirements
- Identifying and assessing compliance requirements related to federal and state grants, contracts, and funding sources
- Monitoring changes in governmental auditing and accounting standards and communicating updates to engagement teams
- Supervising, mentoring, and training audit staff assigned to governmental engagements
- Conducting entrance and exit conferences with management to discuss audit scope, findings, and recommendations

CLIENTS SERVED

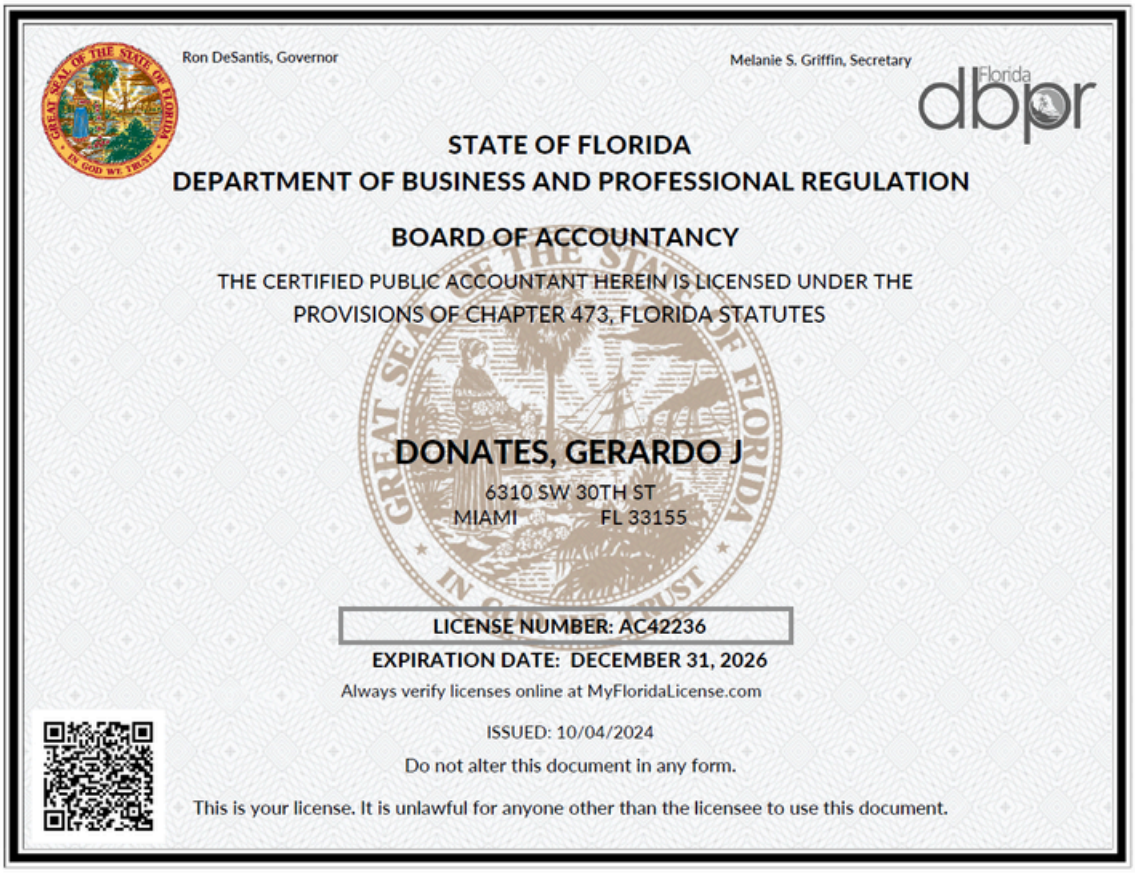
- City of Doral, Florida
- Town of Miami Lakes, Florida
- City of West Miami, Florida
- City of Sweetwater, Florida
- City of North Bay Village, Florida
- Miami-Dade County, Florida
- Miami-Dade County School Board
- Miami-Dade Transit Authority
- Broward County, Florida
- City of Miami, Florida
- Borinquen Health Care Center, Inc.
  South Florida Workforce Investment Board d/b/a CareerSource South
- Florida
  Clerk of the Circuit and County Courts of Miami-Dade County, Florida
- City of Sweetwater Police Retirement Fund

GEMRT

Certified Public Accountants & Advisors

REQUEST FOR PROPOSALS NO. 2026-06-008

INDEPENDENT AUDITING SERVICES OF VILLAGE OF PALMETTO BAY, FLORIDA



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

DONATES, GERARDO J

6310 SW 30TH ST

MIAMI FL 33155

LICENSE NUMBER: AC42236

EXPIRATION DATE: DECEMBER 31, 2026

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ISSUED: 10/04/2024

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CARLOS M. TRUEBA, CPA

CONCURRING REVIEWER

Contact

305.529.5440
Ctrueba@gemrtcpa.com
www.gemrtcpa.com
2600 Douglas Road, Suite 800
Coral Gables, FL 33134

Professional Affiliations

Member, American Institute of Certified Public Accountants **(AICPA)**

Member, Florida Institute of Certified Public Accountants **(FICPA)**

Carlos M. Trueba has over forty (40) years of experience in public accounting and auditing. Carlos' responsibilities include:

Carlos assists with the management of the firm's audit practice. Carlos ensures the quality and fiscal compliance of all governmental and non-profit clientele service delivery. In addition, he manages numerous audits encompassing the industries of non- profit/government, transportation, education, architectural, engineering, and healthcare.

Quality Management – Responsibilities include the development and update of the firm's staff quality management policies and procedures related to audit, services and compilation issues responsible for quality review issues.

Consulting experience includes general business and administrative processes leasing to performance improvements for small businesses and small local governments. Additionally, these services also lead to evaluations and recommendations of clients' business practices related to financial as well as operational issues.

EDUCATION AND CERTFICATES

- Bachelor of Accounting - Florida International University - August 1977
- Certified Public Accountant, Florida 1980

PROFESSIONAL AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

CLIENTS SERVED

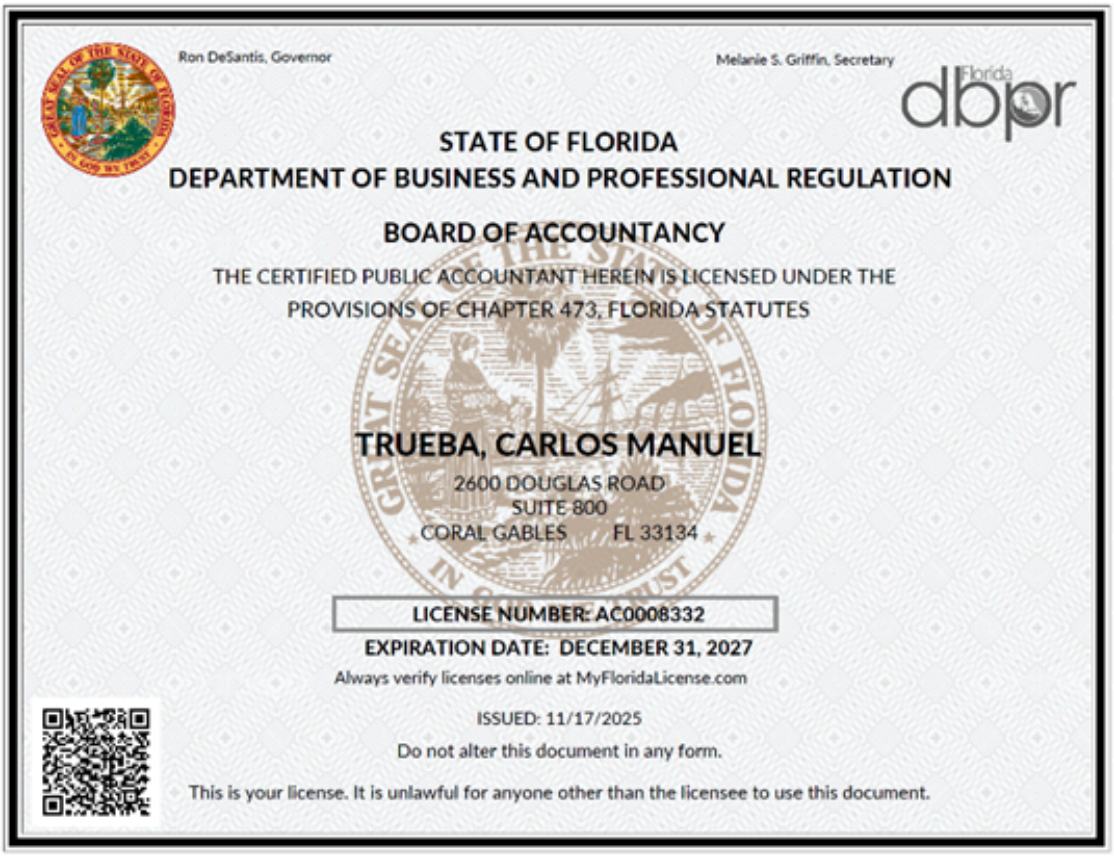
- Miami Dade Water and Sewer - JV Partner
- Miami Dade County, Florida - JV Partner
- Miami Dade County School Board - JV Partner
- Miami Dade Transit Authority - JV Partner
- Broward County, Florida - JC Partner
- Broward County Port Evergaldes - JV Partner
- City of Miami, Florida - JC Partner
- Town of Miami Lakes, Florida - Partner
- City of Doral, Florida - Partner
- City of West Miami, Florida - Partner
- City of Sweetwater, Florida - Partner
- North Bay Village, Florida - Partner
- WLRN - Partner
- City of South Miami, Florida - Partner
- City of South Miami Police Pension Fund - Partner
- City of Sweetwater Police Retirement Fund - Partner

GEMRT

Certified Public Accountants & Advisors

REQUEST FOR PROPOSALS NO. 2026-06-008

INDEPENDENT AUDITING SERVICES OF VILLAGE OF PALMETTO BAY, FLORIDA



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

TRUEBA, CARLOS MANUEL

2600 DOUGLAS ROAD
SUITE 800
CORAL GABLES FL 33134

LICENSE NUMBER: AC0008332

EXPIRATION DATE: DECEMBER 31, 2027

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ISSUED: 11/17/2025

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MEET OUR QUALITY MANAGEMENT DIRECTOR

Lourdes Miyares, CPA

Contact

305.529.5440
Lourdesm@gemrtcpa.com
www.gemrtcpa.com
2600 Douglas Road, Suite 800
Coral Gables, FL 33134

Education

Bachelor of Accounting
Nova Southeastern University - October 1990

Certified Public Accountant, Florida 1996

Professional Affiliations

Member, American Institute of Certified Public Accountants **(AICPA)**

Member, Florida Institute of Certified Public Accountants **(FICPA)**

Lourdes Miyares has over 25 years of experience in public accounting and auditing.

Lourdes Miyares, CPA, serves as GEMRT's Quality Management Director and is responsible for overseeing the Firm's system of quality management for audit and assurance services, with a strong emphasis on governmental and public sector engagements. She plays a critical role in ensuring that all audit engagements, including those performed for municipalities, special districts, nonprofit organizations are conducted in accordance with applicable professional standards and regulatory requirements.

Lourdes brings extensive experience in governmental accounting, auditing, and financial reporting, with comprehensive knowledge of U.S. Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, and federal compliance requirements, including Uniform Guidance for Single Audits. Her expertise supports the Firm's commitment to delivering high-quality audits that promote transparency, accountability, and compliance in the use of public funds.

In her role, Lourdes is responsible for the development, implementation, and continuous monitoring of the Firm's quality control policies and procedures across all governmental audit engagements.

- Overseeing the Firm's system of quality management for governmental audit and assurance services
- Developing and maintaining quality control policies and procedures in accordance with Government Auditing Standards
- Performing engagement quality reviews of municipal and governmental audit engagements prior to issuance
- Ensuring compliance with GAAP, GAAS, Government Auditing Standards, and federal Uniform Guidance requirements
- Providing technical guidance on complex governmental accounting, auditing, and compliance matters
- Reviewing financial statements, audit documentation, and reporting packages for accuracy, completeness, and compliance
- Evaluating engagement risks and collaborating with engagement partners to resolve technical and reporting issues
- Ensuring consistency and quality across all governmental engagements, including Single Audits and compliance examinations
- Supporting audit teams in addressing grant compliance, program requirements, and regulatory reporting obligations

CLIENTS SERVED

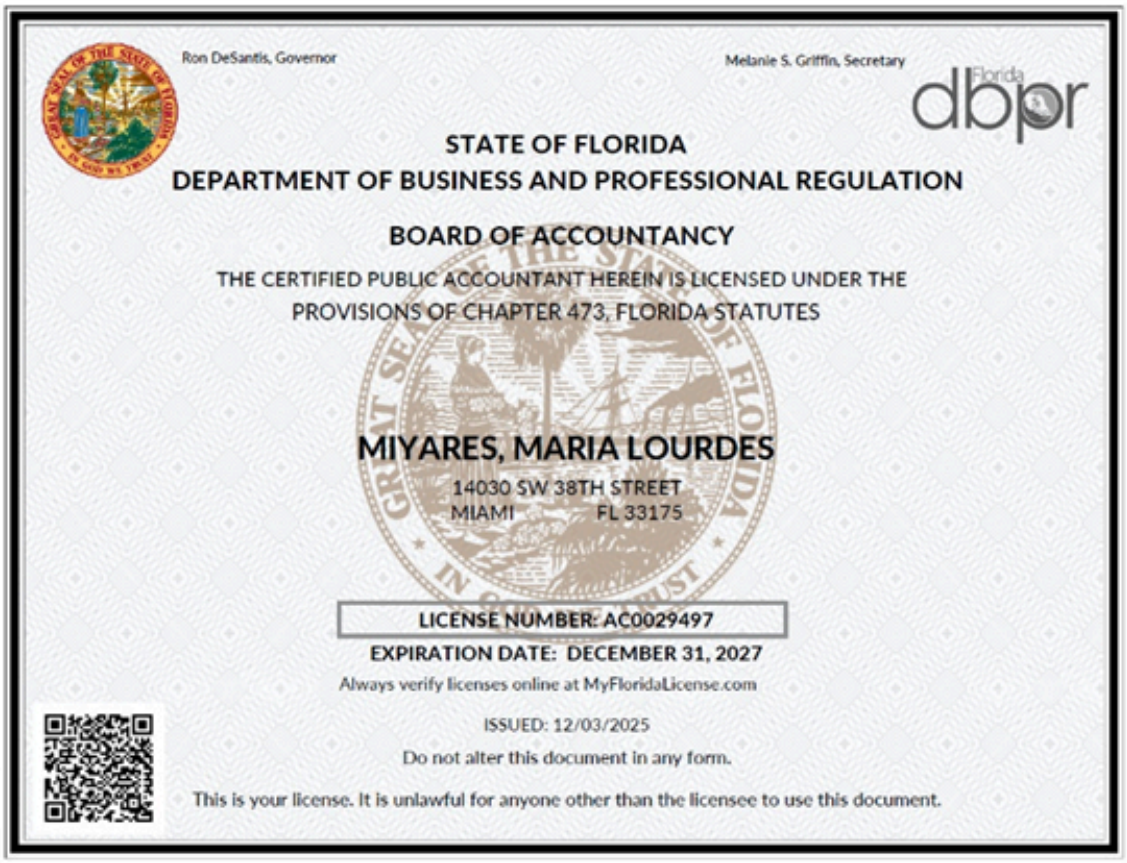
- Borinquen Health Care Center, Inc. - Quality Control Manager
- Town of Miami Lakes, Florida - Quality Control Manager
- City of Sweetwater, Florida - Quality Control Manager
- City of West Miami, Florida - Quality Control Manager

GEMRT

Certified Public Accountants & Advisors

REQUEST FOR PROPOSALS NO. 2026-06-008

INDEPENDENT AUDITING SERVICES OF VILLAGE OF PALMETTO BAY, FLORIDA



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Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MIYARES, MARIA LOURDES

14030 SW 38TH STREET
MIAMI FL 33175

LICENSE NUMBER: AC0029497

EXPIRATION DATE: DECEMBER 31, 2027

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ISSUED: 12/03/2025

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MEET OUR SENIOR MANAGER

Frances C. Cabrera Yec, CPA

Contact

305.529.5440

Fcabrera@gemrtcpa.com

www.gemrtcpa.com

2600 Douglas Road, Suite 800
Coral Gables, FL 33134

Education

Bachelor of Accounting
Florida State University - May 2014

Master of Accounting
Florida International University - August 2015

Certified Public Accountant, Florida 2017

Professional Affiliations

Member, American Institute of Certified Public Accountants **(AICPA)**

Member, Florida Institute of Certified Public Accountants **(FICPA)**

Lifetime Member, Beta Alpha Psi **(Florida State University)**

Participant, IRS VITA **(Volunteer Income Tax Assistance)**

Member, Coral Gables Woman's Club

GEMRT

Frances C. Cabrera Yec has over 10 years of experience in public accounting and auditing.

Frances C. Cabrera Yec, CPA, is a Senior Manager at GEMRT with over ten years of public accounting experience, including more than five years in supervisory and management roles overseeing audit engagements. She has extensive experience providing audit and assurance services to governmental entities, municipalities, nonprofit organizations, and employee benefit plans, with a strong emphasis on financial reporting, internal controls, and regulatory compliance in the public sector.

Frances plays a key leadership role in the planning, coordination, and execution of governmental audit engagements, serving as the primary liaison between client management and the engagement team. She ensures that audits are conducted efficiently and in accordance with Government Auditing Standards, GAAP, and applicable federal, state, and local regulations. Her experience includes working with municipalities and other governmental entities with diverse funding sources, including grants and intergovernmental agreements subject to strict compliance requirements.

- Serving as manager-in-charge for audits of municipalities, local governments, nonprofit organizations, and related entities
- Planning and coordinating governmental audit engagements, including staffing, scheduling, and execution of fieldwork
- Supervising, training, and reviewing the work of audit staff to ensure accuracy, compliance, and adherence to professional standards
- Preparing and reviewing financial statements, schedules, and required disclosures for governmental reporting
- Identifying and assessing audit risk areas specific to governmental operations and public funding sources
- Reviewing grant agreements, contracts, and intergovernmental funding arrangements for compliance requirements
- Assisting in the performance of Single Audits under the Uniform Guidance, including compliance testing of federal programs
- Communicating with client management and governmental officials to resolve audit issues and ensure timely completion of engagements
- Ensuring audit findings and recommendations are clearly communicated to improve internal controls and operational efficiency

CLIENTS SERVED

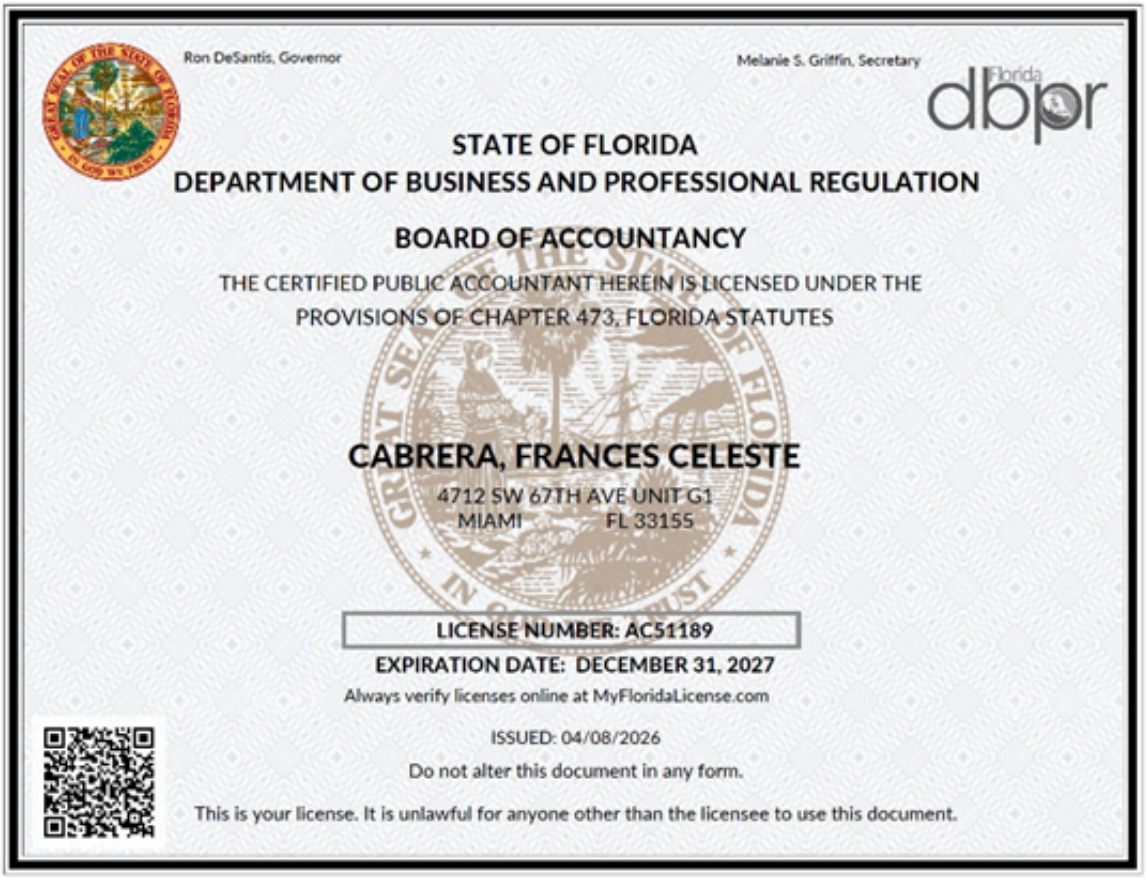
- Miami- Dade County, Florida
- Broward County, Florida
- City of Miami, Florida
- Town of Miami Lakes, Florida
- City of Doral, Florida
- City of Sweetwater, Florida
- City of West Miami, Florida
- South Florida Workforce Investment Board d/b/a Careersource South Florida

GEMRT

Certified Public Accountants & Advisors

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INDEPENDENT AUDITING SERVICES OF VILLAGE OF PALMETTO BAY, FLORIDA



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CABRERA, FRANCES CELESTE

4712 SW 67TH AVE UNIT G1

MIAMI FL 33155

LICENSE NUMBER: AC51189

EXPIRATION DATE: DECEMBER 31, 2027

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ISSUED: 04/08/2026

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MEET OUR SUPERVISING SENIOR

Mariana Roman

Contact

305.529.5440

Mroman@gemrtcpa.com

www.gemrtcpa.com

2600 Douglas Road, Suite 800
Coral Gables, FL 33134

Education

Bachelor of Finance and Accounting

Instituto Tecnologico Y De Estudios Superiores De Monterrey

June 2020

Mariana Roman has over 7 years of experience in public accounting and auditing.

Mariana Roman serves as a Supervising Senior Auditor at GEMRT and plays a key role in the execution and completion of audit engagements. She is responsible for leading fieldwork, supervising staff, and ensuring that audit procedures are performed efficiently and in accordance with applicable professional standards. Mariana brings strong technical expertise and hands-on experience in financial statement audits and compliance engagements for municipalities, nonprofit organizations, and other entities subject to public funding and regulatory oversight.

In her role, Mariana is heavily involved in the day-to-day execution of governmental audit engagements, including municipal financial statement audits and Single Audits performed under federal Uniform Guidance requirements. She remains current on governmental accounting standards issued by the Governmental Accounting Standards Board (GASB), auditing standards, and federal compliance requirements applicable to public sector entities and grant-funded programs.

She has experience performing detailed audit procedures over governmental fund types, proprietary funds, and fiduciary activities, as well as testing compliance with grant agreements and program requirements.

- Leading and executing audit fieldwork, ensuring timely completion of assigned tasks
- Supervising and supporting audit staff, including reviewing work and providing guidance
- Performing and documenting tests of internal controls and summarizing results
- Conducting compliance testing, including procedures related to grant agreements and regulatory requirements
- Performing substantive testing of account balances in accordance with audit programs
- Preparing and analyzing financial statements, including compilations and reviews
- Researching and applying accounting and auditing standards
- Identifying engagement risks and discussing key issues with the engagement manager
- Assessing internal controls and recommending improvements to strengthen operations and compliance
- Reviewing grant contracts to identify significant compliance requirements and reporting obligations

GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 6

AUDIT APPROACH

Village of Palmetto Bay Est. 2002 Florida

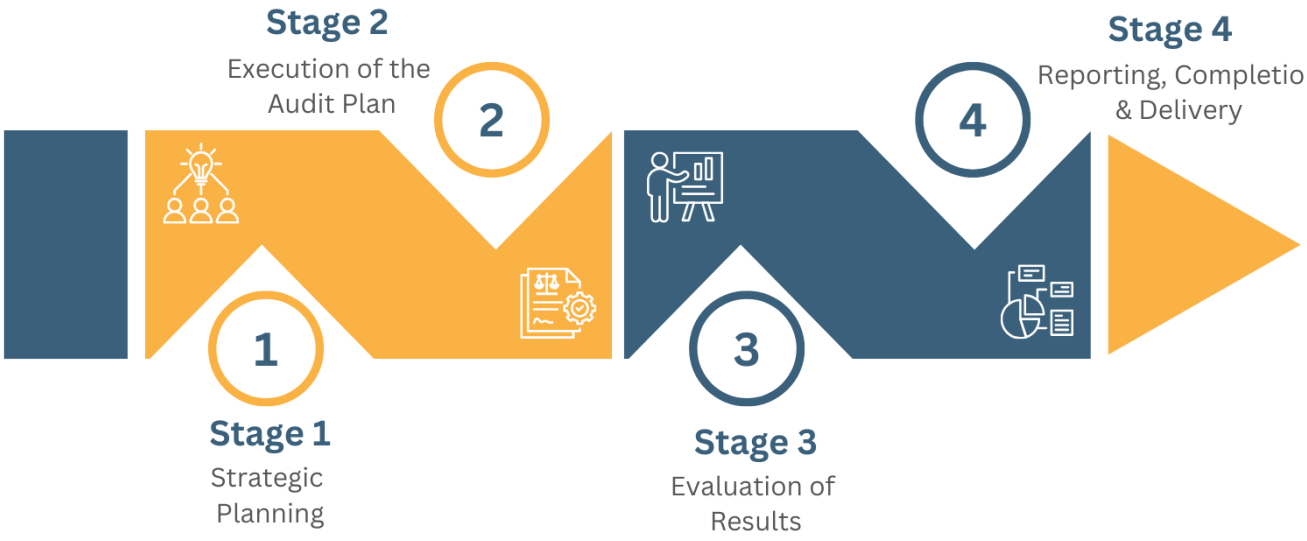
2026

APPROACH AND RESPONSIVENESS TO THE SCOPE OF SERVICES

Audit Methodology

The primary purpose of the audit services requested will be to express an opinion on the presentation of the Village of Palmetto Bay annual financial statements, as part of the Village's Annual Comprehensive Financial Report, for the fiscal years ending September 30, 2026, 2027, 2028, 2029 and 2030. We are committed to fully comply with the requirements in your RFP as presented in our response herein. The audit will be performed in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants. As part of the results of our audit, we will also issue our independent auditor's reports on the Village's compliance with Florida Statutes and on its internal control over financial reporting for an audit performed in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. The audit will include an audit of Federal and State awards in accordance with the provisions of the Federal and Florida Single Audit Act, respectively. We will communicate to the Village and management, on a continuous ongoing basis, all matters that come to our attention, including significant deficiencies and material weaknesses in internal control and any non-compliance with Florida Statutes and Auditor General rules and regulations, and/or the Uniform Guidance. In addition, GEMRT will also report on matters that come to our attention which will improve processes, internal controls and operational efficiency.

Our methodology breaks up the audit into four stages:



Each of these stages is described below. The procedures include, and are not limited to, risk assessment procedures, internal control assessments and testing, electronic data processing techniques, and analytical and substantive account balance testing.

Stage 1. Strategic planning

The planning stage of our audit will include meetings with the Village's officials to review current operations, to discuss the proposed overall audit plan and timetable, and to identify potential problem areas.

Prior to commencing our formal planning process, we will read and become very familiar with the prior year ACFR and meet with the Village's previous independent auditors to review their working papers.

Our review of the prior auditors' working papers will provide us with further background information on the Village's internal control structure and will alert us to any accounting and operating problems encountered in the prior year(s).

Subsequent to these meetings, we will perform the preliminary audit survey, which will provide us with a more thorough understanding of the Village's operations, the system of internal controls, and management and budgetary controls.

At the completion of the planning stage, we will revise the proposed timetable and request supporting schedules to be prepared by the Village's Finance Department Staff. These requests will clearly define responsibilities, set deadlines and target dates that comply with the Village's requirements. A copy of the timetable and documents requested will be furnished to the Village to assist in monitoring the progress of the audit. At this time, we will also agree on the commitment to be made by the Village's Finance Department Staff, and tentatively set-out how these personnel will be utilized.

To further gain an understanding of the regulatory, statutory, and compliance requirements within which the Village operates, we will perform a review of applicable federal laws, the Village's ordinances, state statutes, County and Village requirements and resolutions, debt instruments, contracts, other agreements, and minutes of meetings of the council and various committees. We will also review major sources of information such as budgets, organization charts, procedures manuals, financial systems, and management information systems.

In this phase we will also perform a year-to-year comparison of the financial statement groupings with prior year amounts and budget amounts for the purpose of analysis and to determine audit risks.

We will also evaluate your internal control procedures, evaluate risks and prepare custom audit programs. Our custom audit programs are prepared using a risk-based approach. We consider the following items when assessing the inherent risk and control risk to determine the overall audit risk:

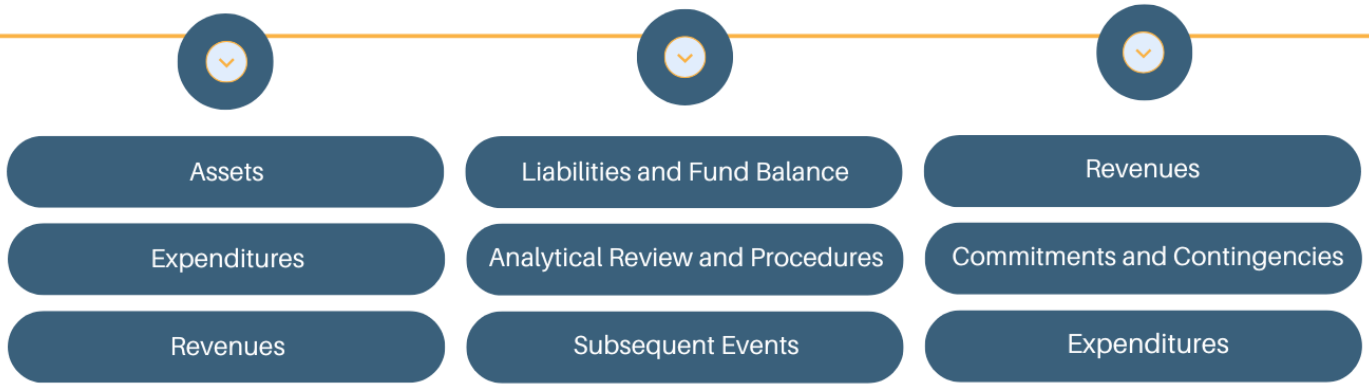
- Significance of the audit area to the financial statements as a whole
- Volume of transaction
- Fraud susceptibility of audit area
- Audit areas that have typically required significant adjustments
- Audit areas with complex calculations, judgment, and accounting issues that have a high assessed level of inherent risk

In order to evaluate internal controls, we will make inquiries of key personnel, observe, document and test controls. We will use our evaluation of controls to assure that our efforts are focused on critical areas with weak controls and minimized on immaterial areas with adequate controls. Statistical sampling will be used and items for testing will be selected at random.

This stage will involve all members of the Engagement Team.

Stage 2. Execution of the audit plan

The execution of the audit plan will involve completion of internal control testing, substantive testing, and compliance testing. Our substantive testing will be divided into seven major categories:



The testing will be performed by our staff auditors and senior staff auditors and will be monitored and reviewed on a daily basis by our supervisor, and will be monitored on a weekly basis by our senior audit manager. The engagement partner will visit with the audit team on a weekly basis to review the status and progress of the audit, resolve any problems encountered and to ascertain that target dates are being met. Throughout this process the engagement partner and/or manager will communicate with the Village to provide status updates and lists of pending items.

Statistical Sampling

Statistical sampling will be used for major transaction areas, including cash disbursements, accounts payable, cash receipts, and payroll. The size of the samples will be determined after documentation of the internal control system is completed and after risk assessment procedures are completed. There are three types of testing that involve audit sampling – account balance testing, transaction and control testing, and compliance testing.

Account balance testing – Substantive testing of account balances are completed on year-end balances. Certain balances that justify a 100% examination, such as confirmation of bank balances, will not involve any sampling.

Transaction and control testing – Controls are tested to ascertain whether transactions were properly authorized in accordance with the Village's procedures. The tests will typically consist of inquiries and either observation, examination of documents, or reperformance. One sample can be used to combine both substantive testing and control testing in to achieve more than one audit objective. Testing can be performed using either statistical sampling or nonstatistical sampling. Statistical sampling will be based on our risk assessment and calculation of risk factors. Sampling for control testing will be based on control risk, and sampling for substantive testing will be based on population, materiality, and risk factors. Nonstatistical sampling, when deemed appropriate, will be based on our judgment. During completion of Federal and/or Florida Single Audits, we will test internal controls over compliance for each major program as required.

Compliance testing – Compliance testing to determine compliance with laws, regulations, and contracts are included with the tests of transactions and controls. Multiple samples, when necessary, are used to test specific laws, regulations, and contracts. Sample sizes for compliance testing are based on the number of transactions and the significance of the requirement.

Analytical Procedures

Analytical procedures will be utilized in various phases of the audit and in almost every audit area that is tested. Analytical procedures will be used to assist in planning the nature, timing and extent of audit procedures for specific account balances or transaction classes. We will compare current actual balances to the prior year actual balances and to the current Village of Palmetto Bay budget, and we will document expectations based on inquiries and meetings with management.

Analytical procedures will be used for substantive testing, and will include variance analysis, ratio analysis, and reasonableness testing.

Analytical procedures at the conclusion of the audit will be completed to assess whether expectations were met, to assess the conclusions reached, and to evaluate the ACFR presentation.

Laws and Regulations

Statement on Auditing Standards from the American Institute of Certified Public Accountants, establishes standards for testing and reporting on compliance with laws and regulations. Auditors of financial statement audits are required to consider laws and regulations that have a direct and material effect on the financial statements. We will perform audit procedures to provide reasonable assurance that the financial statements are free of material misstatements resulting from violations of these laws and regulations that have a direct and material impact on the financial statements.

To gain an understanding of the applicable laws and regulations to the Village, we will complete the following:

- Discussion of compliance requirements with the Village's officials, including legal counsel.
- Review of statutes, financial ordinances, policies, contracts, grants and debt agreements to identify compliance requirements.
- Review minutes of meetings of the Village's council and other committees.
- Inquiries of the program administrator of the governmental entities that provided grant about restrictions, limitations, terms and conditions under which such grants were provided.
- Review of the OMB Compliance Supplement and the Florida Single Audit Act.

Electronic Data Processing

Most, if not all, financial statements for organizations are automated, especially large organizations. Subsequently, Information Technology (IT) auditors must play a significant role in today's audit. Accordingly, our audit methodology integrates evaluation and testing of information systems controls into all phases of the audit. It will be determined if GEMRT's IT assurance specialists - individuals with extensive training and experience in evaluating information systems and applying state-of-the-art technology to the audit process - will be required as an integral part of our engagement team. If necessary, this will enhance our ability to work with the Village's IT personnel, understand the accounting system controls and other software application controls that are in place, and develop thoughtful recommendations to improve them if necessary. If applicable, our audit approach and methodology will also address the entity's use of a service organization for any applicable information systems processing. In this case, transactions that affect the Village's financial statements are subjected to controls that are, at least in some part, physically and operationally separate from the entity. Our methodology considers how a service organization affects the Village, and we develop a targeted audit program guide for our auditors and IT specialist to follow. We will request a copy of the service organization SOC 1 Report covering the relevant audit period. We also document our basis for reliance on a SOC Report. As we integrate IT audit personnel on our audit team, we will ne able to focus effectively on the critical control points in the Village's IT environment. For example, we will be able to devote our attention to information security controls and data integrity, especially as it relates to protecting personal identifiable information (PII).

We understand the audit challenges presented by new technologies. Our IT specialists are trained in assessing control risk and auditing in advanced technological environments and various platforms in a manner consistent with our overall audit approach. Additionally, and for the sake of efficiency, we will work with the Village's staff to tailor our audit plan for the use of advanced audit techniques and system audit procedures.

Our approach to information system auditing, carefully coordinated with the evaluation of all management and accounting controls focuses on control within automated business processes and information systems environments. These controls ensure that information systems risks are appropriately managed, strict policies are being complied with, appropriate laws and other regulations are being followed, and systems are being operated in a sound and prudent manner.

Technology Enhancements

Over the last few years, GEMRT has invested significantly in various software and tools to take advantage of technological advancements that allow the Project Team to utilize computer-assisted audit techniques for various aspects of an audit. One of these tools is an "intelligent automation platform" that improves the audit teams' efficiency and productivity throughout the course of an engagement. This software automatically extracts and cross-references supporting documentation to our audit samples, reduces repetitive work, verifies mathematical accuracy, and provides other techniques that allow us to focus more on high-risk areas. Another software we utilize is a data analytics tool that has powerful analytic capabilities which allows for data extraction, analysis of large datasets, detection of anomalies, and provides a range of audit-specific analytics tools to support our team in areas such as risk assessment, fraud detection, and controls testing. Our entire audit team, ranging from staff to partner,

are well-versed with each software. Our team includes a leader in software technologies and is available to assist our team in utilizing computer auditing techniques. In addition, our in-house IT specialist, Ray Figueroa, is available to assist us in determining the complexity of the Village's IT environment and decide whether his services are needed to assess IT internal controls, ensure compliance with acceptable security protocols, and test whether systems are running accurately and efficiently.

Stage 3. Evaluation of results

We will perform extensive review procedures during and at the conclusion of the audit fieldwork to determine the results of our testing. The purpose of the review is also to ensure that the examination is performed in accordance with the firm's quality control standards and U.S. generally accepted auditing standards, and that all audit objectives have been accomplished. The review is performed by the engagement partner and the concurring review principal in our office.

Monitoring and Progress

As fieldwork and testing is completed by our staff auditors and senior auditor, the audit manager will monitor and review the work on a daily basis. The engagement partner will visit with the audit team at the minimum on a weekly basis to review the work performed, resolve any problems encountered and to ascertain that target dates are being met. Throughout this process the engagement partner and/or manager will communicate with the Village to provide status updates and lists of pending items.

Management Letters Information

Throughout the duration of the audit, any items noted that are deemed necessary to be communicated with management, including but not limited to internal control deficiencies, deficiencies related to award programs, recommendations for improvement, new accounting standards, misstatements, other matters, etc., will each be separately documented in a "comment and management point development worksheet" and include (as applicable) the condition, criteria, cause of condition, potential effect of condition, recommendation, other information, etc. for potential communication/discussion with management. Each point will be reviewed by the Senior Audit Manager and/or Engagement Partner prior to discussion with management. Once each item is discussed with management, a determination will be made to ascertain if it is necessary to include in the management letter.

Communication of Standard Updates

Our entire professional staff has electronic access to all of the authoritative sources of accounting guidance and compliance requirements which includes, but is not limited to, Accounting and Auditing Research Collection with FASB Accounting Standards Codification, Governmental Accounting Research System, AICPA guide of Government Auditing Standards and 2 CFR Part 200, Subpart F Audits, and Rules and Guidelines of the Florida Auditor General. Hard copies of these materials are also available in our office. At any time during our engagement we have the ability to communicate any developments in relation to Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB) pronouncements that may affect the accounting matters and/or operations.

Stage 4. Reporting, Completion, and Delivery

We will issue the following reports:

- A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.;
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk;
- A report on compliance with laws and regulations;
- Independent Auditors' Management Letter Required by Chapter 10.550, see: State of Florida Rules of the Auditor General for Local Entity Audits;

- Reports required by the Uniform Guidance, to include:
  - An opinion on the financial statements and on the supplementary schedule of expenditures of federal and state awards.
  - A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
  - A report on compliance with requirements applicable to each major program and on internal control over compliance required by the Uniform Guidance.
  - A report on compliance with requirements applicable to State grants and aids appropriations.
- Reports on the additional special audits as requested and applicable within this RFP.

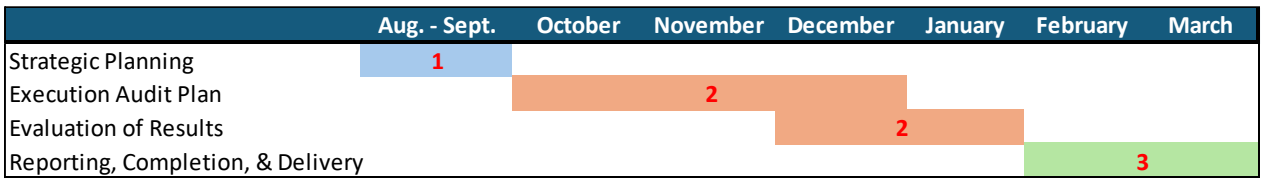
At the conclusion of the audit we will also issue a letter to those charged with governance disclosing the following as applicable - our responsibility under generally accepted auditing standards; significant accounting policies; management judgments and accounting estimates; significant audit adjustments; other information in documents containing audited financial statements; disagreements with management; management consultation with other accountants; major issues discussed with management; and difficulties encountered in performing the audit.

Implementation Schedule

GEMRT has a clear understanding of the reporting requirements outlined in the request for proposal. In this regard, GEMRT has developed an Implementation Schedule that takes into consideration the Village's reporting requirements and deadlines.

The proposed segmentation of the engagement with estimated hours by personnel role is as follows:

Village of Palmetto Bay	Partners	Manager	Seniors/ Staff	Total
Strategic Planning	10	6	25	41
Execution of the Audit Plan	2	8	185	195
Evaluation of Results	8	10	40	58
Reporting, Completion, and Delivery	10	16	30	56
	30	40	280	350



1 – The strategic planning phase of the audit will be performed for one week during the month August, at which point we will provide the Village with the detailed audit plan and a list of all schedules to be prepared by the Village of Doral. The audit plan will be revisited in December once the trial balance is provided. Interim fieldwork will be completed in the month of September, depending on the timing of the award.

2 – Fieldwork will be completed by December 31st the latest. The Single Audit, if applicable, will be completed by January 31st.

3 – The ACFR draft and recommendations to management will be completed by February 10th. The ACFR will be issued and available for distribution by the last week of March. The presentation of the ACFR to the Village Council will take place upon issuance of the ACFR.

Assumptions – Supporting schedules will be provided on or before November 30th.

Work Flexibility and Commitment

GEMRT has the ability to begin work with minimum notice. Our staff is scheduled and dedicated to work on specific engagements in accordance with planned implementation schedules; however, due to the number of governmental audit staff available at our firm, we have the ability to begin work at a moment's notice based on urgency and as needed or requested by the Village.

GEMRT affirms that the Firm and all assigned key professional staff are properly licensed to practice public accounting in the State of Florida.

GEMRT affirms that the Firm is independent of the Village defined by generally accepted auditing standard and U.S. General Accounting Office's "Government Auditing Standards."

Gerry J. Donates, CPA is the project lead with direct supervision over the Firm's performance of its audit plan in this RFP. Mr. Donates may be contacted by telephone at 305-529-5440, and by email at gdonates@gemrtcpa.com. GEMRT ensures Mr. Donates will respond to the Village's inquires, shall bear the responsibility for managing all aspects of the work, and has decision making authority to address and resolve any Village concerns or complaints.

Identification of Anticipated Potential Audit Problems

The firm's approach to resolving any issues or problems noted throughout the course of the audit are addressed through a 6-step process as follows.



The following are potential audit issues that may be anticipated, along with approach to resolve:

- Proper implementation of GASB Statement No. 101, *Compensated Absences* and No. 103, *Financial Reporting Model Improvements* – We will evaluate the conclusions, accounting, adjusting entries, and reporting as completed and prepared by the Village for implementation of GASB 101 and 103 during the corresponding years of implementation. If any issues are noted, we will provide guidance and assistance to correct as necessary. We will meet with the Finance Department to further discuss the new standards and provide sample journal entries and disclosures if not already properly completed.
- GFOA Certificate of Achievement for Excellence in Financial Reporting Detailed Listing of Comments and Suggestions for Improvement – We will obtain the Village's listing of comments and suggestions for improvement as provided to the Village by the GFOA. We will read and examine each item noted, and will

address with the Finance Department and/or management to correct the issues for proper presentation in the fiscal year ended September 30, 2025 financial statements.

- Findings and Recommendations – If there were no findings in the prior year's financial statements, we will inquire with the previous auditors regarding any recommendations provided to the Village in order to determine if action was taken to address each recommendation, if any. We will provide guidance to management to proactively address any recommendations previously provided to the Village with the goal of assisting the Village in implementing any new processes in a timely and efficient manner as feasible.

Quality of Staff

The quality of our audit staff is paramount to the success of our engagements. Our team management ensure this quality by implementing a rigorous selection process, continuous training, and professional development programs. They focus on fostering an environment of excellence and accountability, where each team member is encouraged to strive for continuous improvement. This approach not only aligns with our core value of "We Care" but also ensures that our staff are well-equipped with the latest industry knowledge and best practices, thereby maintaining the highest standards of audit quality.

GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 7

REQUIRED PROPOSAL SUBMITTAL FORMS

Village of Palmetto Bay Est. 2002 Florida

2026

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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: Gerry J. Donates

Name (typed): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

SUB-COMPANY/COMPANY LIST

The Company shall list all proposed Sub-Company/Company to be used on this project if they are awarded the Agreement.

Classification of Work	Sub-Company/Company Name	Address	Telephone and Fax
N/A - no sub-company will be used if awarded the contract.			

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: ACFR and Single Audits; audits of the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $255,000 (not including Single Audits) Final Value of Contract: $255,000 (in progress, no change orders)

Length of Contract: 5 Years

Would you enter into a contract with the Company in the future? XX Yes _____ No

Were the services provided acceptable and of quality standards: XX Yes _____ No

Was the Company responsive to your requests and resourceful with the task? XX Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

XXX Yes _____ No

If you responded no to any of the above please provide details:

Comments:

We have used GEMRT for several years and recommend them highly. We have never had an issue with quality of their work product, timeliness or responsiveness.

Name of Public Entity/Company: Town of Miami Lakes, Florida

Name of Individual completing this form: Edward Pidermann

Signature: _____ Title: Town Manager

Telephone: (305) 364-6100 Email: pidermanne@miamilakes-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: ACFR and Single Audits; audits of the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $270,500 (not including Single Audits) Final Value of Contract: In Progress (no change orders)

Length of Contract: 5 Years

Would you enter into a contract with the Company in the future? XX Yes _____ No

Were the services provided acceptable and of quality standards: XX Yes _____ No

Was the Company responsive to your requests and resourceful with the task? XX Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

XX Yes _____ No

If you responded no to any of the above please provide details:

Comments:

GEMRT has performed audit services for the City of Doral for multiple years. All audits were completed timely. Their personnel are extremely professional knowledgeable. They are always accessible, not only throughout the audit process but throughout the year as well. We have been very satisfied with their services.

Name of Public Entity/Company: City of Doral, Florida

Name of Individual completing this form: Solangel Perez

Signature: _____ Title: Finance Director

Telephone: (305) 593-6725 Email: solangel.perez@cityofdoral.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: Basic Financial Statements and Single Audits; audits of the financial statements of the governmental activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $355,000 (not including Single Audits) Final Value of Contract: $355,000 (in progress, no change orders)

Length of Contract: 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: 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:

See Reference Letter

Name of Public Entity/Company: City of Sweetwater, Florida

Name of Individual completing this form: Jose "Pepe" Diaz

Signature: _____ Title: Mayor

Telephone: (305) 221-0144 Email: financedirector@city

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

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

Contracted Services Information:

Scope of Work: ACFR and Single Audits; audits of the financial statements of the governmental activities, business-type activities, each major fund, and aggregate remaining fund information. Federal and State Single Audits as applicable.

Initial Value of Contract: $185,000 (not including Single Audits) Final Value of Contract: $185,000 (in progress, no change orders)

Length of Contract: 3 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:

See reference letter.

Name of Public Entity/Company: City of West Miami, Florida

Name of Individual completing this form: Annery Gonzalez

Signature: Annery Gonzalez Title: City Clerk

Telephone: (305) 266-1122 Email: anneryg@cityofwestmiami.org

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: Gerry Donates

Name (typed): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

ADDENDUM NO. 1

Date: April 22nd, 2026

To: All Interested Parties

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

Re: Request for Proposal No. 2026-06-008
VPB – Auditing Services

This Addendum forms part of the Request for Proposal (RFP) Package advertised on March 31st, 2026, and with a proposal opening date of May 1st, 2026, with any amendments and/or additions noted below.

Question No. 1: Could you please confirm the total fees paid for the audit of the financial statements for each of the following fiscal years, September 30th, 2025, and September 30th, 2024.

Could you please confirm the total fees paid for the Federal and/or State Single Audit for each of those same fiscal years, September 30th, 2025, September 30th, 2024.

Response: *FY25 $45000 and $8000.*

FY24 $40650 and $8000.

Question No. 2: Is the prior auditor being considered for re-appointment and how long were they your auditor?

Response: *Yes, six (6) years.*

Question No. 3: Please provide summary of the accounting department personnel and their relevant experience.

Response: *Please be advised that this information is available on the Village's website.*

Question No. 4: Are there any auditing problems / difficulties we need to be made aware of?

Response: *No.*

Question No. 5: Do you have an audit committee or equivalent oversight by the Village?

Response: *No.*

Question No. 6: Is all of the accounting performed in one office, on one system? If not, how many accounting systems and locations are involved?

Response: *One (1) office and three (3) software modules interfacing into one (1) accounting system.*

Question No. 7: Is the fixed asset detail maintained in a fixed asset software system or on excel spreadsheets?

Response: *Excel spreadsheet.*

Question No. 8: Do you typically prepare the financial statements and footnotes or does the audit firm prepare them?

Response: *The Auditor prepares the financial statements.*

Question No. 9: Can you provide the prior year trial balance and audit adjustments, or give an indication of the number of adjustments and a description of the entries, if any?

Response: *Four (4) mainly FYE accruals.*

Question No. 10: Can we please get a copy of the budget or any interim financial statements for the current fiscal year.

Response: *Please be advised that this information is available on the Village's website.*

Question No. 11: What is the expected timeline for audit fieldwork? Expected start and completion date?

Response: *Must be completed by March 31st.*

Question No. 12: What is your preference of how field work is performed (remote, in person, hybrid, etc.)?

Response: *Any is OK.*

Question No. 13: If possible, can you indicate the professional fees for the most recent audit, or the number of hours incurred on the engagement.

Response: *Please reference question #1.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-06-008

Title: VPB – Auditing Services

Name of Company Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date Addendum Received Aprill 22, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Gerry J. Donates, CPA

Signature

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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Gerry J. Donates, CPA being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP, 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: Gerry Donates

Name (typed): Gerry J. Donates

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
Notary Public - State of Florida

Arleen Bellon
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 Gerry J. Donates, CPA

For Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Whose business address is: 2600 Douglas Road, Suite 800 Coral Gables, FL 33134

And (if applicable) its Federal Employer Identification Number (FEIN) is: 83-0696713

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: Gerry Donates

Name (typed): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Arleen Bellon
NOTARY PUBLIC, STATE OF FLORIDA

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
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: Gerry J. Donates, CPA

(print individual's name and title)

for: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

(print name of entity submitting sworn statement)

whose business address is: 2600 Douglas Road, Suite 800 Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is: 83-0696713

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.

Signature of Official: Gerry J. Donates

Name (typed): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Arleen Bellon
NOTARY PUBLIC, STATE OF FLORIDA

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
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, Gerry J. Donates, CPA 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:

83-0696713

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

Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Name of Entity, Individual, Partners or Corporation

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

2600 Douglas Road, Suite 800 Coral Gables, FL 33134

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
Please see attachment on following page.		%
		%
		%

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): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

Continued Next Page

REQUEST FOR PROPOSALS NO. 2026-06-008
INDEPENDENT AUDITING SERVICES OF VILLAGE OF PALMETTO BAY, FLORIDA

OWNERSHIP DISCLOSURE AFFIDAVIT – ATTACHMENT

FIRM OWNERSHIP
All Firm owners or partners, their title, and percent of ownership:

Name	Title	Ownership
Mariano J. Rodriguez	Partner	22%
Jarnette G. Rodriguez	Partner	6%
Juan C. Gonzalez	Partner	6%
Leonardo Miyares	Partner	22%
Rafael Espinosa	Partner	22%
Roy A. Garcia	Partner	22%

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
Notary Public - State of Florida

Arleen Bellon
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2026-06-008, 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): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
Notary Public - State of Florida

Arleen Bellon
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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: Gerry Donates

Name (typed): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
Notary Public - State of Florida

WITNESS my hand and official seal

Arleen Bellon
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

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

Signature of Official: _____

Name (typed): Gerry J. Donates, CPA

Title: Partner

Company: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

Date: May 1, 2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami - Dade

I, Gerry J. Donates, CPA (the individual attesting below), being duly authorized by and on behalf of Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 1 day of May, 2026.

Signature of Affiant

Print or Type Name: Gerry J. Donates, CPA

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026 by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

Arleen Bellon
Comm.:HH 282063
Expires: June 28, 2026
Notary Public - State of Florida

Signed and sworn to (or affirmed) before me,
this the 1st day of May, 2026.
My Commission Expires: June 28, 2026

Arleen Bellon
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: Gerry J. Donates, CPA

Title: Partner

Signature:  Date: May 1, 2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP ("**Company**")

Vendor FEIN: 2600 Douglas Road, Suite 800 Coral Gables, FL 33134

Address: 83-0696713

City: Coral Gables State: Florida Zip: 33134

Phone number: 305-529-5440 Email Address: gdonates@gemrtcpa.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: Gerry J. Donates, CPA

Title: Partner

Signature: Gerry Donates

Date: May 1, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of May, 2026, by Gerardo Donates. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Arleen Bellon
NOTARY PUBLIC, STATE OF 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)
Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP

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.)
2600 Douglas Road, Suite 800

Requester's name and address (optional)

City, state, and ZIP code
Coral Gables, FL 33134

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-		-				

Employer identification number
8	3	-	0	6	9	6	7	1	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ May 1, 2026

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.

GEMRT
Certified Public Accountants & Advisors

Thank you

Contact Information

www.GEMRTCPA.com

Gdonates@gemrtcpa.com

305.529.5440 ext. 121

May 1, 2026

RFP# 2026-06-008 VPB – Auditing Services for the Village of Palmetto Bay from FY 2026-2030

Proposal to Perform Auditing Services for:

Village of Palmetto Bay, Florida
For the Years Ending

September 30, 2026, 2027, 2028, 2029 and 2030



MKA
CERTIFIED PUBLIC ACCOUNTANTS

CONTACT & AUTHORIZED REPRESENTATIVE:

Joseph M. Krusick, CPA, Partner

Miami Lakes
7900 NW 155 St., Suite 201
Miami Lakes, Florida 33016
(305) 445-7956

Winter Park
501 S. New York Ave., Suite 100
Winter Park, Florida 32789
(407) 644-5811

North Palm Beach
1201 US Highway 1, Suite 305
N. Palm Beach, Florida 33408
(561) 848-9300

Miramar
11450 Interchange Circle
Miramar, Florida 33025
(954) 435-4222

Tampa/Clearwater
29605 US Hwy 19 North
Clearwater, Florida 33761
(727) 785-7460

Saint Petersburg
5401 Central Avenue
Saint Petersburg, Florida 33710
(727) 327-1999

krusick@mosskrusick.com
www.mosskrusick.com

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MKA
CERTIFIED PUBLIC ACCOUNTANTS

Partners
W. Ed Moss, Jr.
Joe M. Krusick
Ric Perez
Cori G. Novinich
Renee C. Varga
Rich J. Cassidy
Justin R. Cabral

Winter Park, FL 32789
501 S. New York Ave.
Phone: 407-644-5811
www.mosskrusick.com

Clearwater, FL 33761
29605 US Hwy 19 North
Phone: 727-785-7460

St. Petersburg, FL 33710
5401 Central Avenue
Phone: 727-327-1999

N. Palm Beach, FL 33408
1201 US Highway One
Phone: 561-848-9300

Miami Lakes, FL 33016
7900 NW 155th Street
Phone: 305-445-7956

Miramar, FL 33025
11450 Interchange Circle
Phone: 954-435-4222

May 1, 2026

Village of Palmetto Bay, Florida
c/o Alessia Bencomo
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Proposal to Village of Palmetto Bay RFP# 2026-06-008 VPB – Auditing Services

Dear Ms. Bencomo:

The partners and staff of Moss, Krusick & Associates, LLC ("MKA") offices in Miami Lakes, Winter Park, North Palm Beach, Miramar, Tampa/Clearwater and Saint Petersburg sincerely appreciate this opportunity to propose on professional services for the **Village of Palmetto Bay, Florida** (the "Village"). With experience and a commitment to providing the highest level of service to our clients, we strongly believe we are the right CPA firm for your organization and will be able to perform the work within the established time period. The following highlights address key points of our proposal:

- MKA, with deep roots in the Orlando and Central Florida accounting community going back over 25 years, has 135 employees and considerable experience in the non-profit and governmental industries with **non-profit and governmental clients representing more than 50% of our practice.**
- We understand the non-profit and governmental industries as we currently perform audit and tax services for a variety of non-profit, governmental, and foundations including **Tooele City Corporation, Albany County School District No. 1, Ashley Valley Sewer District, Language & Literacy Academy for Learning, and the Foundation for Osceola School Board, and numerous other nonprofit organizations.** The Executive Directors of these organizations can be contacted for reference.
- **We actively support the mission of our non-profit and governmental clients** by volunteering our time, getting involved in their fundraising events and being advocates of their organizations. We co-chaired a fundraiser for a large non-profit organization that raised over $85,000 and **received the Orlando Sentinel's Community Service Champion Award. During the previous 12 months, we have contributed In-Kind fees and contributions in excess of $275,000 and have been listed as one of the Top Philanthropic Companies by the Orlando Business Journal for the previous nine years.**
- **We maintain minimal turnover,** are consistently ranked in the Orlando Sentinel's Top Places to Work and the Orlando Business Journal's Healthiest Employer, and have a family-friendly, positive culture within the firm.
- MKA is a member of BDO Alliance USA, an Association of high-quality, accounting and consulting firms with a global network in over 166 countries. **This BDO association gives MKA the resources of the 5th largest accounting firm in the world.**

Please contact me at (407) 644-5811 with any questions. Our proposal is firm and. We are honored to know you are considering our firm and look forward to working together.

Sincerely,

Joe Krusick

Joseph M. Krusick,
Partner

EXECUTIVE SUMMARY

FIRM OVERVIEW, AWARDS, AND NATIONAL FIRM RESOURCES:

Moss, Krusick & Associates, LLC ("MKA") is ideally suited to provide the type of services needed by the **Village of Palmetto Bay, Florida** As an independently owned CPA firm located in Central Florida, North Palm Beach, and Miami Lakes, we have the depth to deliver quality services across a wide range of issues in a responsive and proactive manner. Our reputation for personal service and experience with non-profit and governmental entities makes us well qualified to provide the services needed. We are very proud and honored to have the following accomplishments:

Please see the Orlando Business Journal article about our firm on the next page.

- Orlando – The City's Magazine – 2023 - 2025 Best of Orlando Accounting Firms
- Inside Public Accounting – Top 5 Fastest Growing Firms for six of the previous 12 years
- The Orlando Business Journal – 2019 - 2023 Fast50 Award
- The Orlando Business Journal – 2021 - 2024 Golden 100 Top Privately Held Companies
- The Orlando Business Journal – Top Philanthropic Companies in 2015 - 2023
- The Orlando Sentinel – Top Places to Work for the previous 13 years; Ranked 3rd, ahead of all other Central Florida accounting firms in 2015
- City of Winter Park – Hall of Fame Inductee 2014
- The Orlando Business Journal – 2012 Healthiest Employer Champion, Small Business Category Finalist for four years

BDO Alliance USA gives **MKA the resources of the 5th largest accounting firm in the world.**

APPROACH TO CLIENT SERVICE – PROACTIVE, PROMPT & PERSONAL:

We ensure the quality of our product will be extraordinary by following core service values:

- All emails or phone calls will generally be returned the same business day
- Having a strong business acumen and understanding your business allows us to bring meaningful observations and recommendations to management
- Staying up to date on industry issues by attending national conferences annually and proactively communicating any changes
- We treat our business relationships more like a partnership and you will be a high valued client **receiving first priority from our audit and tax partners**
- Recognizing the need to be efficient and proactive throughout the process, we are available for questions throughout the year
- We stay responsive and focused by **personally delivering our draft reports** ahead of schedule and discussing any questions with management





MKA





THE LIST

Orlando Business Journal Top Philanthropy Award
2015 thru 2023

TOP WORK PLACES 2024

Orlando Sentinel Top Workplaces
2012 thru 2024

2024 BEST ORL

Orlando Magazine
2023 & 2024



Fast50

OBJ Fast Growing
2019 thru 2023

GOLDEN100

OBJ Top Privately Co.
2022 thru 2024

INSIDE Fastest GROWING FIRMS 2023

INSIDE Public 300 FIRMS 2024

Inside Public Accounting Fastest Growing Firms
2012, 2013, 2014, 2018, 2019, 2022 & 2023



MIAMI LAKES | WINTER PARK | MIRAMAR | NORTH PALM BEACH

Construction & Real Estate | Nonprofit & Governmental | Outsourced Accounting | Medical & Dental Practices | Employee Benefit Plans | Outsourced IT | CIRA Industry

OUR VISION

Develop our Community, Employees, and Clients

- Donate time and resources to non-profit clients
- Provide the best possible work environment
- Organize office events and family functions
- Provide constant on the job training & seminars
- Receive input from Millennial Shark Tank

AN INDEPENDENT MEMBER OF BDO ALLIANCE USA

CLIENT TESTIMONIAL

Our long standing relationship with Moss, Krusick & Associates, has been established by their partners and staff providing financial and tax services that display an understanding of our business and level of business acumen that results in solid value to our company.

Ken Dixon, President
Leland Enterprises, Inc.
UCF Kenneth G. Dixon School of Accounting

www.MOSSKRUSICK.com • 407.644.5811 • ADVISORY SERVICES
www.FIREWALL-CS.com • 407.647.3730 • IT SERVICES

SECTION 3 – GENERAL INFORMATION

A. NAME OF BUSINESS
Moss, Krusick & Associates, LLC

B. MAILING ADDRESS / WEBSITE ADDRESS / PHONE NUMBER
501 S. New York Ave., Suite 100, Winter Park, Florida 32789 / www.mosskrusick.com / (407) 644-5811

C. NAMES OF PERSONS TO BE CONTACTED FOR INFORMATION OR SERVICES IF DIFFERENT FROM NAME OF PERSON IN CHARGE
Joseph M. Krusick, Partner; Justin Cabral, Partner; Lana Holiday, Audit Manager

D. BUSINESS HOUR.
Business hours: Mon. – Fri. 8:30 AM – 5:30 PM

E. STATE IF BUSINESS IS LOCAL, NATIONAL, OR INTERNATIONAL AND INDICATE THE BUSINESS LEGAL STATUS (CORPORATION, PARTNERSHIP, ETC.)
MKA is a limited liability company boutique firm serving as an alternative to a national firm.

F. GIVE THE DATE BUSINESS WAS ORGANIZED AND/OR INCORPORATED, AND WHERE
1990, Florida

G. GIVE THE LOCATION OF THE OFFICE FROM WHICH THE WORK IS TO BE DONE AND THE NUMBER OF PROFESSIONAL STAFF EMPLOYEES AT THE OFFICE
Winter Park, Florida, 80 employees

H. DESCRIPTION AND HISTORY OF THE MAKE-UP AND COMPOSITION OF THE FIRM
MKA is a regional accounting firm located in Winter Park, North Palm Beach, Miami Lakes, Miramar, Tampa/Clearwater and Saint Petersburg with our main location in Winter Park, Florida being the office which houses our audit department. The firm has 135 professional and administrative personnel including 26 partners, four who have been in the Orlando area for more than 25 years each.

I. INDICATE WHETHER THE BUSINESS IS A PARENT OR SUBSIDIARY IN A GROUP OF FIRMS/AGENCIES
MKA is a participant in a newly formed national platform firm in Los Angeles, Tacoma, Salt Lake City, Denver, Charlotte and Florida (which is MKA). Combined, we are a top 50 tax and advisory firm in the United States. MKA is also a member of BDO Alliance USA, a nationwide Association of high-quality, independent accounting and consulting firms with members in major cities in the United States and throughout the world.



SECTION 3 – GENERAL INFORMATION

J. STATE IF THE BUSINESS IS LICENSED, PERMITTED, AND/OR CERTIFIED TO DO BUSINESS IN THE STATE OF FLORIDA AND ATTACH COPIES OF ALL SUCH LICENSES ISSUED TO THE BUSINESS ENTITY

MKA and all supervisory professional staff are in compliance with the registration, licensure and permit requirements to practice public accounting in the state of Florida. We have included a copy of our current State of Florida license below.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MOSS, KRUSICK & ASSOCIATES, LLC

501 S NEW YORK AVE SUITE 100
WINTER PARK FL 32789

LICENSE NUMBER: AD0017790

EXPIRATION DATE: DECEMBER 31, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/10/2025

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.

K. SIZE OF THE FIRM, THE SIZE OF THE FIRM'S GOVERNMENTAL AUDIT STAFF, THE LOCATION OF THE OFFICE FROM WHICH THE WORK ON THIS ENGAGEMENT IS TO BE PERFORMED.

MKA has 135 employees as seen below. The engagement team for your audit will be performed by a dedicated team of experienced governmental audit professionals drawn from our firm's governmental and nonprofit practice. All professional staff assigned to this engagement are cross-trained in both nonprofit and governmental audits, reflecting the fact that **more than 50 percent of our firm's client base consists of nonprofit and governmental entities**. This depth of experience ensures continuity, flexibility, and consistent application of governmental accounting and auditing standards throughout the engagement.

L. AFFIRMATIVE STATEMENT THAT IT IS INDEPENDENT OF THE VILLAGE OF PALMETTO BAY AS DEFINED BY [GENERALLY ACCEPTED AUDITING STANDARDS/THE U.S. GENERAL ACCOUNTING OFFICE'S GOVERNMENT AUDITING STANDARDS]

MKA is independent with respect to the **Village of Palmetto Bay, Florida** as defined by U.S. Generally Accepted Auditing Standards and the *U.S. General Accounting Office's Government Auditing Standards.* There has been no involvement in any professional relationships that would infringe on our independent status.

MKA can advise you on the selection of appropriate accounting principles and methods; however, the final decisions as to adoption are yours. As to financial reporting, MKA can prepare the financial statements and footnotes from your trial balance and information provided. Having us provide this service is not an indication of an internal control weakness, but rather a convenience, and does not impair our independence, as the financial statements are subject to your review and approval. In addition, we can propose journal entries, provided you review them and satisfy us that you understand the nature of the proposed entries, their impact on the financial statements and ultimately approve the entries

Our philosophy is to provide meaningful and necessary services requested by our clients without violating the independence rules. However, we cannot prepare any source documents, authorize or consummate a transaction, have custody of your assets, supervise your employees, or report to the Village Council on behalf of management without impairing our independence. Significant auditor judgment is required to properly implement the independence rules.



SECTION 4 – FIRM QUALIFICATION & REFERENCES

MKA is a regional accounting firm located in Winter Park, North Palm Beach, Miami Lakes, Miramar, Tampa/Clearwater and Saint Petersburg with our main location in Winter Park, Florida being the office which the work is to be done. The firm has 135 professional and administrative personnel including 26 partners, four who have been in the Orlando area for more than 25 years each. MKA is a limited liability company incorporated in Florida beginning in 1990 and has gone through various partnership arrangements.

MKA is a participant in a newly formed national platform firm in Los Angeles, Tacoma, Salt Lake City, Denver, Charlotte and Florida (which is MKA). Combined, we are a top 50 tax and advisory firm in the United States. We are a boutique firm serving as an alternative to a national firm.

By providing proactive, personal and prompt services, utilizing our business acumen and leveraging our in-depth knowledge of specific industries, we are confident our association will be mutually beneficial and profitable.

The firm offers auditing and accounting, tax planning and preparation and QuickBooks financial statement assistance to approximately 500 small and medium size businesses at competitive prices without sacrificing quality. We have a concentration of clients in the non-profit and governmental, real estate and construction, light manufacturing, restaurant, homeowner and condominium association and employment benefit plan industries.

The partners who will be working on your engagement have Big Four, international backgrounds and significant experience in the non-profit and governmental industries on a wide range of issues. This background allows us to be proactive in addressing opportunities and concerns.

We are a well-respected CPA and consulting firm in Central Florida. The exceptional reputation that we have earned in the community is the result of hard work and commitment to quality service. We are successful because we stay true to our vision, focus on the mission, and live by core values.

AFFILIATIONS:

MKA's employees are active members in local professional and business organizations. Through these memberships, we keep abreast of key issues that affect the local business community. We are also able to increase our information network through business and professional contacts and by attending conferences and seminars. Our affiliations include groups within the non-profit, governmental, manufacturing, retail, commercial, and medical industries.

Some of the organizations we are affiliated with include:

- ***BDO Alliance USA***
- ***AICPA Governmental Auditing Quality Center***
- ***AICPA Center for Audit Quality***
- ***AICPA Employee Benefit Plan Audit Quality Center Member***
- ***AICPA Private Companies Practice Section***
- ***Chambers of Commerce***
- ***Home Builders and Contractors Associations***
- ***American and Florida Institute of Certified Public Accountants***
- ***Leadership Orlando and Winter Park***

SECTION 4 – FIRM QUALIFICATION & REFERENCES

MKA is a member of BDO Alliance USA, a nationwide Association of high-quality, independent accounting and consulting firms with members in major cities in the United States and throughout the world. Each member draws on the services of the Association and the individual or combined talent of member firms to better serve their clients and manage their firm. BDO Alliance USA provides quality services and resources to members through a global network of over 1,700 offices in over 166 countries. The Association provides MKA with formal consulting services and educational programs for topics such as non-profit and governmental accounting and information technology. There is also a consultant available for complex non-profit and governmental issues. **This BDO association gives MKA the resources of the 5th largest accounting firm in the world.**

AUDIT SERVICES:

We have extensive experience with financial and single audits of non-profit and governmental organizations and **50% of our practice is servicing non-profit and governmental organizations** and their needs in financial and compliance reporting.

TAX SERVICES:

MKA's taxation department is ready to exceed your expectations. With a proven history of accuracy, timeliness and proactive tax strategies, we feel that our services are unsurpassed.

- **Tax Planning –** Taking a proactive approach and planning are key components that can legally and successfully affect any potential tax liability situation. We monitor the changes in the tax law that could affect you and can recommend any applicable tax strategy.
- **Tax Analysis –** We have aided several entities in the successful defense of their non-profit status due to tax positions taken. We have assisted with reviews of Unrelated Business Income to minimize any tax impact. We are available to analyze any new tax situation for its potential impact throughout the taxable year. This allows any potential consequences of those situations to be averted.

ACCOUNTING ASSISTANCE:

Our accounting department performs various degrees of monthly, quarterly and annual accounting and bookkeeping assistance using QuickBooks and other accounting software. Our professionals are available for services ranging from monthly bookkeeping to the preparation of federal and state payroll tax returns and sales tax assistance. In addition, we are available to answer specific questions on accounting transactions or software that you may have. We have several QuickBooks Pro-Advisors on staff to assist with set-up and any issues that arise across the various versions of the software.

We are familiar with software packages such as Great Plains, MIP/Sage, QuickBooks Non-Profit, QuickBooks Online, Sage Interact, Raiser's Edge, CIL-Suite, Peachtree, Intacct and many others. In addition, we recently implemented a virtual software package for a client with locations in three states. All the locations utilize the software for daily input and review of reporting packages. We oversee the entire accounting process for this entity utilizing a virtual online system. We are responsible for billing, accounts payable, cash forecasting and timely profit and loss statements.

MKA also has the resources to perform "non-traditional" accounting and consulting services. The following are professional services offered by us:

CLIENT SEMINARS:

Audit and tax services for non-profits are a significant portion of our practice. Therefore, a substantial portion of our continuing professional education (CPE) is devoted to related topics. We sponsor at least one accounting and auditing CPE program annually. The speakers are generally from the American Institute of CPAs, accounting professors from state universities, or our managers and partners. Recognizing that our clients as well as our firm can benefit from these seminars, we are pleased to be able to invite our clients to join us.

SECTION 4 – FIRM QUALIFICATION & REFERENCES

BEST PRACTICES CONSULTATION:

Running a non-profit or governmental entity requires a great deal of time and attention. The paperwork alone can become overwhelming. With the right tools and training, this job can be easier, and your business can be run more profitably. We offer consultation services to help you choose the right business procedures and management software, and we are here to guide you through the setup. We can answer any questions you have along the way.

GRANT PROPOSAL WRITING:

We are experienced in writing quality grant proposals for non-profit and governmental entities. We research foundations that provide grant funding that suit your services and can aid in the customization of the grant to better coincide with agency guidelines. We have a proven success rate.

OUR FIRM EXPERIENCE IN PROVIDING ADDITIONAL SERVICES INCLUDES:

- Center for Independent Living Orlando – As a result of the new Uniform Guidance, we reviewed their cost structure and expense allocations to assist with the development of their new Indirect Cost Rate.
- The School District of Osceola County – Performed review of controls over warehouse inventory operations related to school supplies and equipment, and documented findings in a formal agreed-upon-procedures report.
- Foundation for Seminole County Public Schools – Assisted with the setup of a new chart of accounts and formatting of their internal financial statements to improve tracking of temporarily restricted funds.

EXPERIENCE IN PREPARING GOVERNMENTAL FINANCIAL STATEMENTS

MKA has extensive experience in preparing governmental financial statements in accordance with the *Governmental Accounting Standards Board* (GASB). We have consistently applied these standards in our work with various governmental entities. Please refer to pages 20 – 24 for a detailed overview of our audit approach and procedures to be performed during the audit of the **Village of Palmetto Bay, Florida**.



SECTION 4 – FIRM QUALIFICATION & REFERENCES

QUALITY CONTROL & PEER REVIEW:

We are members of the American Institute of Certified Public Accountants, which requires a "Peer Review" by an independent third party every three years. A Peer Review is a review and evaluation of a firm's workpapers, reports and policies by a team of CPAs from other CPA firms.

MKA has been through nine successful peer reviews since 1990. We have received a rating of pass on our 2023 review and all prior reviews. Our peer reviews included a review of our non-profit and government auditing services and reviews in accordance with *Governmental Auditing Standards.* Please see our 2023 and 2020 System Review Report in **Attachment-1**.

We have our own quality control program which includes annual monitoring of our quality control procedures as specified in our Quality Control Document. Our quality control is enhanced by detailed and technical reviews performed by former Big Four managers. In addition, Mr. Ed Moss, CPA served on the FICPA's Peer Review Committee for six years including one year on the Executive Committee.

FIRM ASSERTIONS:

We have not been subject to disciplinary action or any federal or state field or desk reviews including the State Board of Accountancy within the last three years. The firm has had no regulatory lawsuits over the last three years or prior and has no pending litigation.

SUBCONTRACTORS:

MKA will not be using any subcontractors to accomplish the work requested by the **Village of Palmetto Bay, Florida**.



SECTION 4 – FIRM QUALIFICATION & REFERENCES

REFERENCES:

Below is a sample list of current MKA similar clients that may be contacted for reference:

Client & Reference	Description of Work	Years on the Job	Engagement Partner
The Foundation for Osceola Education Bellalago Charter Academy *Ms. Kerry Avery, Chief Financial Officer* 2310 New Beginning Rd., Suite 118 Kissimmee, FL 34744 407-870-4827 kerry.avery@osceolaschools.net	Financial Statement and Pension Audit (Fund Accounting)	24	Joe Krusick, CPA
The Foundation for Seminole County Public Schools *Mr. Roderick Henderson, Business Manager* 400 E. Lake Mary Blvd. Sanford, FL 32773 407-320-0181 roderick_henderson@scps.k12.fl.us	Financial Statement Audit	24	Joe Krusick, CPA
Bellalago Educational Facilities Benefit District **Flora Ridge Educational Facilities Benefit District** *Ms. Kerry Avery, Chief Financial Officer* 2310 New Beginning Rd., Suite 118 Kissimmee, FL 34744 407-870-4827 kerry.avery@osceolaschools.net	Financial Statement Audit (Fund Accounting)	20	Joe Krusick, CPA
Emma Jewel Charter Academy, Inc. *Mr. Thomas Cole, Principal* 705 Blake Avenue Cocoa, FL 32922 321-634-5462 Thomas.cole@emmajewlcharter.com	Financial Statement Audit (Fund Accounting)	7	Joe Krusick, CPA

SECTION 4 – FIRM QUALIFICATION & REFERENCES

OTHER GOVERNEMNTAL AUDIT CLIENTS:

Governmental Clients:	Fiscal Year End Date:	Number of Funds:	2025 Total Revenues:
IDEA Florida, Inc.	June 30	1	$78,700,224
IDEA Hope and IDEA Victory	June 30	3	$34,547,476
IDEA Bassett and IDEA River Bluff	June 30	3	$33,674,352
Four Corners Charter School, Inc.	June 30	3	$10,582,484
Four Corners Charter School	June 30	3	$10,882,348
IDEA Lakeland	June 30	3	$8,952,843
State College of Florida Collegiate Schools, Bradenton Campus	June 30	3	$5,270,563
State College of Florida Collegiate Schools, Venice Campus	June 30	3	$3,624,892
Virtual Preparatory Academy of Florida, Inc.	June 30	2	$4,347,138
Polk State College Chain of Lakes Collegiate Charter High School	June 30	1	$2,816,276
Polk State College Collegiate High School	June 30	1	$2,595,881
Polk State College Lakeland Gateway to College Charter High School	June 30	1	$2,260,162
Micanopy Area Cooperative School, Inc.	June 30	3	$2,508,776
Bodwell Academy	June 30	1	$2,274,698
Okaloosa Academy, Inc.	June 30	3	$1,590,870
Walton Academy, Inc.	June 30	3	$2,020,759
Chiles Academy, Inc.	June 30	3	$1,772,603
Micanopy Academy, Inc.	June 30	2	$777,450

ACFR SUBMISSION:

We will assist you in ensuring that **Village of Palmetto Bay, Florida's** Annual Comprehensive Financial Report (ACFR) meets the standards necessary for submission to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The ACFR will also meet any present or to-be-established standards for disclosure to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

SUBCONTRACTORS:

MKA will not be using any subcontractors to accomplish the work requested by the **Village of Palmetto Bay, Florida**.

SECTION 4 – FIRM QUALIFICATION & REFERENCES

REFERENCES:

MKA and its affiliated CPA firms located around the country perform work for numerous municipalities. Below is a sample list of current municipal and other governmental clients that may be contacted for reference:

Client & Reference	Description of Work	Years on the Job	Engagement Partner
Tooele City Corporation *Ms. Shannon Wimmer, Finance Director* 90 North Main St. Tooele, UT 84074 435-843-2156 shannonw@tooelecity.gov https://www.tooelecity.gov/services/finance/audits___budgets.php#outer-71	Financial Statement Audit and Consulting Work (Fund Accounting)	10	Brandon Keyes, CPA
Albany County School District No. 1 *Ms. Trystin Green, Chief Financial Officer* 1948 Grand Ave. Laramie, WY 82070 307-721-4400 tgreen@acsd1.org https://www.acsd1.org/page/budget-audit-reports/	Financial Statement Audit (Fund Accounting) and Single Audit	4	Brandon Keyes, CPA
Ashley Valley Sewer District *Mr. Dean Gibbs, General Manager* 4000 E 2200 S. Vernal, UT 84078 435-789-9805, ext. 10 dean@ashleyvalleysmb.gov	Financial Statement Audit and Consulting Work	8	Brandon Keyes, CPA
Language & Literacy Academy for Learning *Dr. Tandria Callins, Principal* 50 2nd St. Winter Haven, FL 33880 863-268-2903 tandria.callins@llalschool.org	Financial Statement and Pension Audit (Fund Accounting)	7	Joe Krusick, CPA
Walton Academy, Inc. *Ms. Kara Griffin, Accounting Manager* 389 Dorsey Ave. Defuniak Springs, FL 32435 850-650-3984 kgriffin@rader-inc.com	Financial Statement Audit (Fund Accounting)	3	Joe Krusick, CPA

LOCAL OFFICE EXPERTISE:

Our local office maintains significant governmental audit expertise, supported by a team of professionals experienced in serving governmental and nonprofit entities. The local office performs a full range of services, including governmental and nonprofit audits, accounting and financial reporting assistance, tax compliance, and consulting services. The office is supported by experienced management and staff with strong computer-assisted audit capabilities, including personnel skilled in electronic workpaper systems, data analytics, and on-line audit techniques to efficiently and effectively support governmental audit engagements.

SECTION 5 – QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

STAFF ASSIGNED TO THE ENGAGEMENT:

We understand the need for an efficient audit of the **Village of Palmetto Bay, Florida** We want to develop a mutually beneficial, long-term relationship with your organization so that we can assist with present challenges and future opportunities. This engagement requires technical expertise and seasoned experience on the part of those who serve you. We have organized a team of professionals committed to serving you that represents our most knowledgeable staff for your business.

ENGAGEMENT TEAM:



MKA POLICY ON STAFFING THE ENGAGEMENT:

MKA is an equal opportunity and affirmative action employer. It does not discriminate against applicants or employees based on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. MKA complies with the laws regarding reasonable accommodation for handicapped and disabled employees and prides itself on having a diverse employee base with a significant portion belonging to minority groups.

MKA's policy is to maintain existing staff on all engagements they have previously worked on. This ensures maximum efficiency on the engagement for the firm and client. The firm maintains personnel policies to minimize turnover, however, within the accounting industry some turnover is inevitable. **The firm is below the national average for staff turnover as our turnover has been less than 20% over the past five years.**

MKA is fully capable to provide the services you need as evident in the high number of returning clients we retain, and the experience of our staff. Staff will be assigned to this engagement on a full-time basis and are charged with performing the majority of the engagement work. Each member of your client service team is always available should you require it. You are assured this team will perform to the best of their ability.

DIVERSITY, EQUITY, AND INCLUSION POLICY:

MKA is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. Human capital is the firm's most valuable asset. We embrace and encourage our employees' differences in age, color, disability, ethnicity, marital status, race, religion, gender, language, national origin, political affiliation, sexual orientation, socio economic status and any other characteristics that make our employees unique. Women at MKA account for 57% of the workforce and 46% of partner positions, which are **well above** the national averages of 51% and 23%, respectively. MKA currently employs 38% and 41% minorities in the firm and management positions, respectively. This is **twice the national average**. In addition, over the last 10 years we have sponsored work visas for multiple employees. Currently we have **5 employees** who have obtained work visas through MKA sponsorships.

SECTION 5 – QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

W. Ed Moss, Jr., CPA

CHIEF EXECUTIVE OFFICER

A CPA with more than 30 years of accounting and auditing experience, he has extensive experience with 501(c)(3) organizations, Uniform Guidance and Florida Single Audit compliance, a thorough understanding of reporting requirements, operations and applicable laws for non-profit and governmental entities, Federal Form 990 completion, 401(K) plans, business valuations, litigation services, and financial/management accounting systems and controls.

Education

University of Florida, Gainesville, FL
BS in Accounting, High Honors, 1982

Certification

Certified Public Accountant
State of Florida, 1983

- 1990 – Present – Partner in various firm structures, currently Chief Executive Officer with Moss, Krusick & Associates, LLC
- 1982 – 1989 – Audit Manager with **Price Waterhouse**, Orlando

Professional/Community Affiliations

- National speaker and trainer for NCRC, regarding NFP financial management and cybersecurity
- Member of the Board of Visitors for Lake Highland Preparatory School
- Orlando Chamber of Commerce, Leadership Orlando, Participant
- Winter Park Chamber of Commerce, Leadership Winter Park, Participant
- FICPA Peer Review Executive Committee
- UCF Kenneth G. Dixon School of Accounting Advisory Board
- Certified QuickBooks Advisor
- Various tax planning articles published in Orlando Business Journal
- Various speaking engagements on audit and tax topics at UCF
- BDO alliance panel speaker regarding Private Equity at the 2025 BDO Evolve and Engage Conferences

Joe Krusick, CPA

ENGAGEMENT PARTNER

A partner in the firm who has over 25 years of public accounting experience including 13 years with **Ernst & Young LLP** in the Milwaukee and Orlando offices, where he was a Senior Manager directing audits of SEC registrants, non-profit and governmental entities, and entrepreneurial companies. Joe's other areas of expertise are manufacturing and retail industries, Sarbanes Oxley (SOX) consulting, 401(K) plans, SEC accounting and reporting and QuickBooks Advising.

Education

San Jose State University, San Jose, CA
BS in Accounting, High Honors 1983

Certification

Certified Public Accountant
Florida, Wisconsin, Nevada

- Joined the Firm in 2005, promoted to Partner in 2009
- 13 years experience with **Ernst & Young LLP**
- 3 years experience as a CFO of a pre-IPO fiber optic telecommunications company
- 2 years experience as a SOX consultant for Fortune 100 companies

Professional/Community Affiliations

- American Institute of Certified Public Accountants, Member
- Florida Institute of Certified Public Accountants, Member
- Citrus Club of Orlando
- Finance Committee Chairman of a large non-profit organization

SECTION 5 – QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

Brandon Keyes, CPA

CONCURRING AUDIT PARTNER

A partner in the firm who has over 17 years of public accounting experience. He has extensive experience working with nonprofit organizations, schools, including school districts and private schools, cities and Citys, service organizations, construction, manufacturing, software development companies, financial institutions, real estate, and corporate foreign exchange companies.

Education

Weber State University, Ogden, UT
MaCC in Professional Accountancy, 2008

Certification

Certified Public Accountant
State of Utah, 2010

Professional/Community Affiliations

- American Institute of Certified Public Accountants, Member
- Utah Association of Certified Public Accountants, Member

Justin Cabral, CPA

AUDIT PARTNER (KEY PERSONNEL)

Justin is a valued member of our audit team and has developed an expertise in non-profit and governmental entities with Uniform Guidance federal and state single audits with multiple grant sources. Justin works on all of our charter school and pension audits and on the Foundation For Osceola Education and Language & Literacy Academy for Learning. He joined the firm in 2013.

Education

University of Central Florida, Orlando, FL
BS in Accounting, 2012
MS in Accounting, 2013

Certification

Certified Public Accountant
State of Florida, 2015

- Audit professional with over 13 years of experience at Moss, Krusick & Associates, LLC
- Areas of expertise include charter school, non-profits, governmental, and federal and state single audits with multiple grant sources.
- Justin serves on our peer review team and performs three to four peer reviews annually.

Lana Holiday, CPA

AUDIT MANAGER (KEY PERSONNEL)

Lana has developed an expertise in governmental and non-profit financial audits, city and town municipalities, single audits, and internal audits. She joined the firm in 2025 and has over ten years of experience, including 6 years with **Ernst & Young LLP**, where she directed audits with governmental entities.

Education

Ohio Northern University, Ada, OH
MA in Professional Practice in Accounting, 2016
Franklin University, Colombus, OH
BS in Accounting and Forensic Accounting, 2013

Certification

Certified Public Accountant
Florida, pending renewal and Virginia, 2019

Experience

- Over 8 years of experience at public accounting firms including Ernst & Young LLP, and now MKA.
- Areas of expertise include the preparation and review of Annual Comprehensive Financial Reports, OMB Circular A-136, TFM USSGL, audits of state and local government financial statements, charter schools, non-profits, federal and state single audits involving multiple grant sources, and other governmental guidance industries.

UNDERSTANDING OF WORK TO BE DONE:

MKA acknowledges the understanding of the work to be done and has a positive commitment to meet or exceed specifications stated within the period specified.

SECTION 5 – QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

See below for a copy of our audit team's CPA licenses:

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

240 NW 76TH DRIVE, SUITE A
GAINESVILLE FL 32607

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AC49428 ISSUED: 06/17/2025
CERTIFIED PUBLIC ACCOUNTANT
CABRAL, JUSTIN RYAN

Signature
LICENSED UNDER CHAPTER 473, FLORIDA STATUTES
EXPIRATION DATE: DECEMBER 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC49428 **EXPIRATION DATE: DECEMBER 31, 2026**

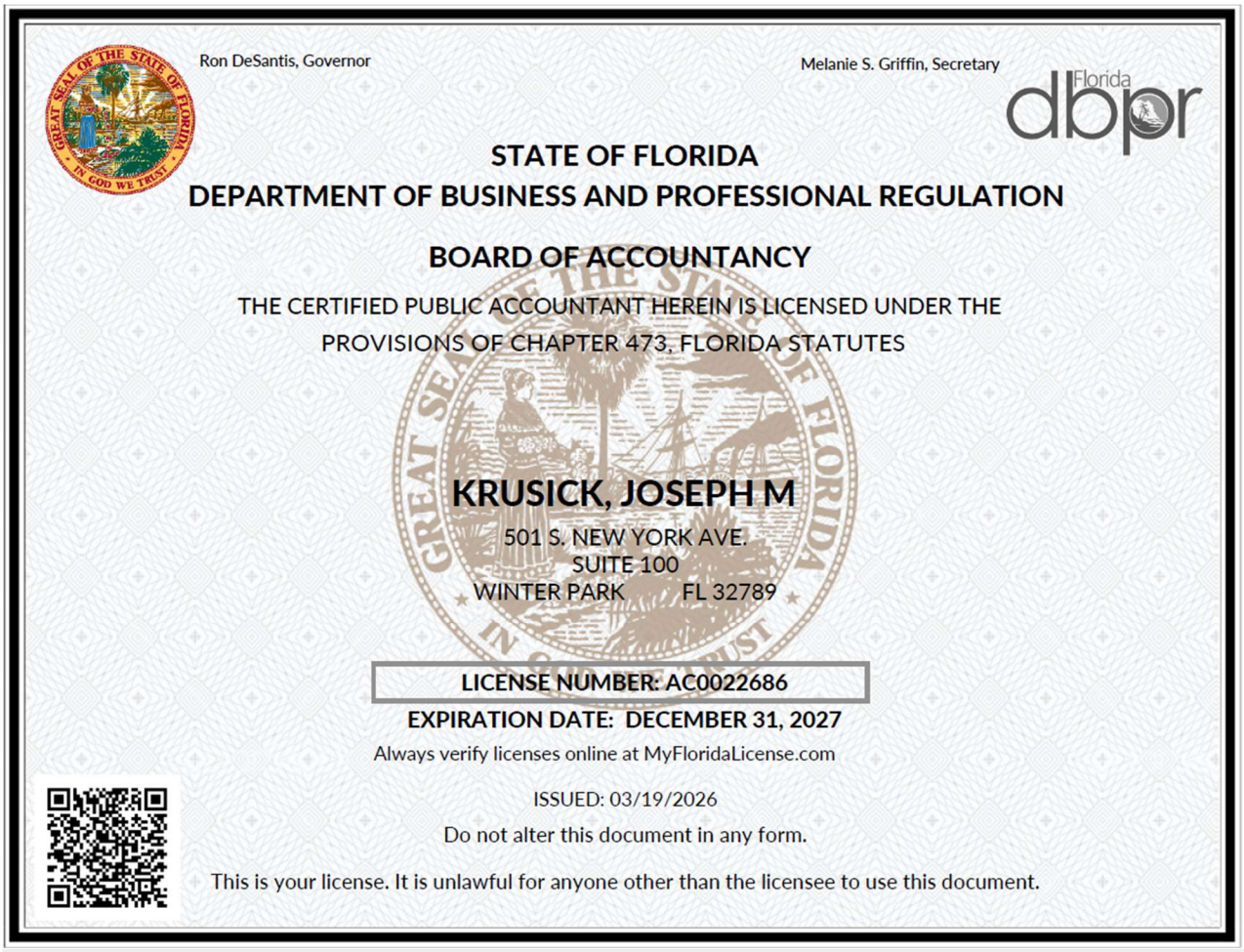
THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CABRAL, JUSTIN RYAN
992 LEGACY WINDS WAY
CASSELBERRY FL 32707

ISSUED: 06/17/2025

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SECTION 5 – QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

KRUSICK, JOSEPH M

501 S. NEW YORK AVE.
SUITE 100
WINTER PARK FL 32789

LICENSE NUMBER: AC0022686

EXPIRATION DATE: DECEMBER 31, 2027

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ISSUED: 03/19/2026

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The list below displays all licenses being applied for or currently held by you. If you are returning to continue the application process, click **Continue** on the appropriate license listed below or select from the options on the left.

To request a new testing document, select Apply for Re-Exam on the left.

Name

Name: Lana Marie Holiday

Address: 430 Cheeota Ct
Minneola, FL 34715

Licenses

Certified Public Accountant				DOCUMENTS	VIEW CHECKLIST
Profession:	Accountancy	License Number:	49020	License Status:	Active
		Issue Date:	8/23/2019	Expiration Date:	6/30/2026

SECTION 5 – QUALIFICATIONS OF KEY PERSONNEL ASSIGNED TO ENGAGEMENT

SENIOR AND STAFF:

In addition to the previously named individuals, we will add additional staffing resources based on need. We recruit the best and brightest people who are strong in their field and provide them with excellent working experience and comprehensive training.

KEY PERSONNEL AVAILABILITY:

MKA will ensure all key personnel will be available to the extent proposed for the duration of the project, with no person designated as "key" to the project shall be removed or replaced without prior written concurrence of the Village.

CONTINUING PROFESSIONAL EDUCATION & IN-HOUSE TRAINING SEMINARS:

To augment our education, staff attend additional accounting, auditing, tax, management and ethics seminars and conferences sponsored by the American Institute of CPAs, the Florida Institute of CPAs and other organizations. All members of the audit staff that are required to meet the continuing professional education requirements of the Florida Board of Accountancy, the *Government Auditing Standards*, and the American Institute of CPA's Private Companies Practice Section, have done so. At a minimum, they complete 80 hours of continuing professional education every two years. Our CPAs generally exceed these requirements.

Since non-profit and governmental auditing are integral components of our revenue base, a substantial portion of our continuing professional education (CPE) is devoted to related topics. **Our partners and managers make non-profit and governmental education a priority and attend at least one national conference on an annual basis** in addition to all other required CPE.

2023-2025	Joe	Justin	Lana
BDO National Conference – Non-Profit/Governmental Update (BDO)		✓	✓
Non-Profit and Governmental Update (AICPA)	✓	✓	✓
Solving Complex Single Audit Issues (AICPA)	✓		
Single Audit Uniform Guidance Training (webinar)	✓	✓	✓
Annual National Not-for-Profit Financial Executive Forum (AICPA)			
Audit and Accounting Update (in-house program)	✓	✓	✓
EY Accounting & Audit Conference – Non-Profit Update (EY)	✓		
GAQC Designated Partner Planning (AICPA)	✓		
Florida Charter School Conference (FDE)	✓		
Ethics for Governmental CPAs in Florida	✓	✓	✓

SECTION 6 – AUDIT APPROACH

MKA is committed to providing you with quality service while meeting the schedule and service requirements in a time efficient manner. In preparing for this proposal, MKA has obtained a basic understanding of the entity to be audited and proposes to structure the audit of the financial statements of the **Village of Palmetto Bay, Florida** to be as flexible as possible. The audit procedures used will be sufficient to enable us to express an opinion on the fairness with which the financial statements present the financial position and results of operations in accordance with generally accepted accounting principles. Such procedures will be adequate to also determine whether the operations were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes, and Federal laws. The audits will be performed in accordance with all applicable regulations and requirements of governmental entities including but not limited to:

- Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA) and Generally Accepted Government Auditing Standards (GAGAS)
- Government Auditing Standards issued by the Comptroller General of the United State
- 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as applicable
- Florida Single Audit Act, as applicable
- Rules of the Auditor General, State of Florida, Chapter 10.550
- Section 218.39, Florida Statutes and any other applicable Florida Statutes
- Codification of Governmental Accounting and Financial Reporting Standards, as promulgated by the Governmental Accounting Standards Board (GASB).
- Provisions of any other rule, regulation, statute, ordinance or order which may pertain to the engagement

Following the completion of the audit of the fiscal year's financial statements, MKA will issue all required reports including, but not limited to, the following:

- A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- A report on compliance with applicable laws and regulations.
- A management letter detailing deficiencies discovered during the course of the audit.
- Schedule of expenditures federal and state financial assistance and related reports on the administering of federal and state financial assistance programs, if applicable.

OPEN COMMUNICATION DURING AUDIT PROCESS:

We will communicate with management on a regular basis and in a number of ways:

- In-person audit planning meetings.
- Conference calls to raise minor issues identified during the course of the audits.
- Virtual video conferences through Zoom to ensure clarity and continuity of the engagement.
- Annual audit closing meetings to report audit findings and resolve any outstanding issues. We will ask your feedback for continuous improvement of our process.
- Ad hoc meetings and telephone conversations, and zoom video calls as necessary to discuss financial and operational challenges as they arise.

SECTION 6 – AUDIT APPROACH

COORDINATED APPROACH:

- We will place significant emphasis on close coordination with management to gain a meaningful understanding of management's own risk assessments and procedures in place to address those risks in order to make our own work as efficient and effective as possible.
- We will gather sufficient information on the market and key business/audit risks to enable us to design appropriate audit procedures and conduct the audit in the most efficient manner and within the agreed time frame and budget. Information gathering will also include a 'prepared by client' list with agreed timetable for provision of information and pre-year end planning meetings.
- We also seek to provide feedback to management on potential controls improvement as early as possible, to help management in performing its responsibilities to maintain effective controls, and leverage any changes made by management early in our audit process.

TRANSITION FROM PRIOR AUDITOR:

There will be no additional charges for the transition from your previous auditor to us and we will not charge any additional startup fees. We have a proven history of smooth transitions. Once the **Village of Palmetto Bay, Florida** has informed the predecessor auditing firm of their replacement, we will coordinate with the predecessor firm. To ensure compliance with auditing standards, we will send the predecessor auditor a form with inquiries regarding the prior audit and to request review of their workpapers. We will request copies of critical prior year workpapers and any other documents we consider necessary. We prefer to perform these steps during the planning timeframe.

The audit will be segmented into the following work-flow phases to facilitate efficiency:

PLANNING PHASE & COMPLIANCE:

We will meet with key personnel in order to discuss any areas of concern management may have and to discuss timing, spacing, and items needed to conduct the audit. We will review prior year financial statements, prior year findings and recommendations, if any, and define key risk areas. During this phase we will develop a detailed plan, including time budgets and completion schedules. **In addition, we provide a list of items needed to complete the engagement with the expected dates we will need the information.** The list will include support for the balance sheet accounts, transaction samples, grant documents and other information as needed.

- **Personnel –** MKA's personnel including a manager and/or supervisor managing the engagement will work remotely utilizing zoom video conferences to communicate with you throughout the engagement work for **Village of Palmetto Bay, Florida** to perform their specific assignments unless another approach is agreed upon. The principal functions of the partner-in-charge are to supervise and review the adequacy of the audit procedures and work papers. The manager and seniors are responsible for planning and supervising the audit, including fieldwork procedures and reviewing audit work papers. They are also responsible for preparing proposed management findings and recommendations and drafting audit reports. The seniors and their staff will work together to perform all audit procedures including sampling, compliance testing and account balance verification.
- **Laws and Regulations –** When we begin audit test work for a municipality like the **Village of Palmetto Bay, Florida**, our first step is to identify the laws and regulations that govern the Village's operations and financial reporting. We review relevant Florida Statutes, the Village's charter, and the Rules of the Auditor General to determine applicable compliance requirements. We also consider federal regulations, such as the Uniform Guidance, if the Village receives federal funding requiring a single audit. Based on this framework, we assess the risk of noncompliance, evaluate internal controls, and design audit procedures that focus on areas most susceptible to error or oversight. This approach ensures our audit work is thorough, legally grounded, and aligned with professional standards for government audits.
- **Review of Internal Control –** An evaluation will be made of the system of internal control, including the control environment, accounting systems, and specific control procedures. The evaluation will also ensure the controls can be relied upon to provide accurate information, are in compliance with the law and regulations, and to provide for efficient and effective operations.

PLANNING PHASE & COMPLIANCE (CONTINUED):

- **Analytical Review –** Our audit will include several levels of analytical review procedures, which are an essential element of any audit. As a part of our overall planning for the engagement, we will perform an initial analytical review to identify accounts where significant fluctuations have occurred. In addition, we will perform numerous analytical procedures during the course of our audit.
- **Sampling and Testing –** We will perform detail testing of expenses. MKA utilizes statistical sampling and computer generated random number sampling techniques, with additional stratification of large populations that have a wide range of dollar values. This method will be used to test cash disbursements for purchases, payroll and other audit areas as appropriate.

YEAR END FIELD WORK:

This phase of the audit will take place after the fiscal year end at a time scheduled with management and staff of **Village of Palmetto Bay, Florida** During this time, we will be able to perform revenue and contribution tests. We will provide a detailed list of client assistant requirements, which include support for the balance sheet accounts, grant documents, and other supporting information needed to complete the engagement. We will rely on **Village of Palmetto Bay, Florida** staff to prepare, to the extent possible, all related support for material accounts, or accounts that we will need substantive support. We will provide a list of all items needed such as trial balance, budget, account analyses and other schedules and materials, and when they will be needed to meet the ultimate reporting deadline. We will provide any authoritative guidance, such as a disclosure checklist for the financial statements.

- **Balance Sheet Cutoff Audits –** We will perform various analysis and testing of the major balance sheet accounts, ensuring proper cutoff and supporting detailed schedules. In addition, we will obtain cash, accounts receivable, and debt confirmations as considered necessary.
- **Financial Statement Disclosures** – We will review and prepare the disclosures to favorably display the financial status of the **Village of Palmetto Bay, Florida**. We will ensure all disclosures and supplementary data are in accordance with *Generally Accepted Accounting Principles* and *Government Auditing Standards.*
- **Single Audit** – If applicable, provide an Independent Auditor's Report on the Financial Statements of the **Village of Palmetto Bay, Florida** in accordance with Generally Accepted Auditing Standards (GAAS), the Single Audit Act Amendments of 1996, the provisions of Uniform Guidance, and SAS 115 in order to report on the Schedule of Expenditures of Federal Awards on compliance with laws and regulations, compliance with significant provisions of major federal programs and internal controls as required by the Single Audit Act. Our procedures will include tests of accounting records including transactions, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

POST FIELDWORK – REPORTING AND COMMUNICATION:

We will hold an exit interview to discuss findings and recommendations and review the draft financial statements. We do not anticipate any items that were not previously discussed, as we will brief management as the audit progresses. The exit interview can be scheduled at your convenience.

- **Final Financial Statements –** The final financial statements can be issued within five business days from receipt of the Village Commissioner's response to our findings and recommendations.
- **Management Letter –** Professional standards require an accumulation of all misstatements identified during the audit, other than those that are clearly trivial, and communication with the governing body and/ or audit committee. We also generally discuss the application of accounting principles and auditing standards, recommendations to improve or strengthen management, accounting procedures, internal controls and efficiency.
- **Presentation –** We will be ready to present to the **Village of Palmetto Bay, Florida** Village Commission at the next meeting after the completion of the audit. Our presentation will be at your location and can be tailored to meet your agenda, as you request.

POST FIELDWORK – REPORTING AND COMMUNICATION (CONTINUED):

- **Required Notification –** Management and the Village Commissioner, as appropriate, under professional guidelines, shall be notified immediately for any of the following reasons: schedule completion dates are in jeopardy, discovery of possible violations of laws or significant non-compliance with contractual requirements, discovery of the possibility of a fraudulent act, or discovery of a material weakness in internal controls.
- **Workpapers –** We will retain all workpapers for a period of at least five years. In addition, we will provide the **Village of Palmetto Bay, Florida** access free of charge to copies of any or all workpapers for a period of at least five years.

DATA COLLECTION:

MKA will obtain data by providing a detailed list of client assistance requirements, which will include support for the balance sheet accounts, grant documents, and other supporting information needed to complete the engagement. We use a secure electronic portal where clients can upload documents as an available alternative to email.

CONFIDENTIALITY:

MKA agrees to keep the information related to all funds audited and related contracts in strict confidence. The firm agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so other than the reports submitted to the **Village of Palmetto Bay, Florida.**

COMMUNICATION:

MKA will communicate sufficiently with both management and governance regarding scheduling conflicts, changes to the agreed upon audit delivery dates, the detection of violations of laws or agreements, fraud or significant audit control weaknesses, if any. MKA will ensure all communications related to the audit will not be directed to one sole individual and will include individuals designated by the **Village of Palmetto Bay, Florida** throughout the engagement.

Activity	Completion Date
Audit planning and entrance conference	Schedule upon contract award
Interim work	**September 30, 2026,** or earlier
Fieldwork completed	**February 28, 2026,** or earlier
Exit conference and draft financial statements	**March 5, 2027,** or earlier
Final audit report delivered to the Finance team	**March 12, 2027,** or earlier
Present audit report to the Village	**To be determined by the Village**
Submission to Auditor General, Federal Audit Clearinghouse and others, as applicable	The earlier of **June 30, 2027** or **30/45 day requirement**, as applicable

Annually, a detailed audit plan and a list of all schedule will be provided to the **Village of Palmetto Bay, Florida** by August 31st, or earlier.

Note: The above timeline is contingent upon the **Village of Palmetto Bay, Florida** providing information in a timely manner. MKA will be able to begin work with minimum notice.

SECTION 6 – AUDIT APPROACH

VIRTUAL OFFICE AND TECHNOLOGY EXPERIENCE:

All professional staff are provided high-quality laptops, printers, and scanners. We ensure our managers and staff are fully capable of performing everything needed on-site. This includes access to our specialized virtual network, which is a state of the art, secured, cloud computing system. The quality and efficiency of our work has been enhanced by the use of a streamlined central system that allows constant teamwork in real time for multi-users with multi-access between managers and staff across departments and locations. Our staff have statistical sampling software, auditing programs, research documents and technical pronouncements all in electronic format.

THOMSON REUTERS ENGAGEMENT MANAGER

PAPERLESS WORKPAPERS – Excel, Word, Adobe, Interactive, Import Trial Balances

THOMSON REUTERS GOFILEROOM

SMART SYNC – Access on Web Browser, Multi-User, Multi-Sites

THOMSON REUTERS CHECKPOINT®

AUDIT SOFTWARE – Research, Audit Checklists, Audit Programs, Worksheets, Letters, Reports

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ANALYTICAL SOFTWARE – Benchmarking Analytics, Real Time Data Industry Trends

Fixed Assets CS

FIXED ASSET SOFTWARE – powerful, comprehensive system that can meet all your asset management needs with remarkable speed and ease

Practice CS

TIME AND BILLING SOFTWARE – track time and billing efficiently

ULTRATAX SOFTWARE

TAX SOFTWARE – Automate entire business tax process

SafeSend

TAX SOFTWARE – Eliminates the manual tasks at every client touchpoint through secure tax return delivery and collecting e-signatures



CLIENT PORTAL – efficient and secure way to send documents

HOLLAND & REILLY
CERTIFIED PUBLIC ACCOUNTANTS
601 NORTH FERN CREEK
SUITE 200
ORLANDO, FLORIDA 32803-4839

(407) 894-6803
fax (407) 896-3044

DAVID S. HOLLAND, CPA
THOMAS F. REILLY, CPA

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control
May 24, 2024

To the Partners
Moss, Krusick & Associates, LLC
and the Peer Review Committee of the FICPA

We have reviewed the system of quality control for the accounting and auditing practice of Moss, Krusick & Associates, LLC (the firm) in effect for the year ended July 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Moss, Krusick & Associates, LLC in effect for the year ended July 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Moss, Krusick & Associates, LLC has received a peer review rating of *pass*.

Holland & Reilly

Holland & Reilly

HOLLAND & REILLY
CERTIFIED PUBLIC ACCOUNTANTS
601 NORTH FERN CREEK
SUITE 200
ORLANDO, FLORIDA 32803-4839

(407) 894-6803
fax (407) 896-3044

DAVID S. HOLLAND, CPA
THOMAS F. REILLY, CPA

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

May 24, 2021

Report on the Firm's System of Quality Control

To the Partners of Moss, Krusick & Associates, LLC,
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Moss, Krusick & Associates, LLC (the firm) in effect for the year ended July 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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: Joseph M. Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

SUB-COMPANY/COMPANY LIST

The Company shall list all proposed Sub-Company/Company to be used on this project if they are awarded the Agreement.

Classification of Work	Sub-Company/Company Name	Address	Telephone and Fax
N/A			

JK
4-29-20

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Moss, Krusick & Associates, 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Audit, Tax, and AFR Services for Foundation for Osceola Education and several other entity's listed below, including government-wide and fund financial statements and pensions

Initial Value of Contract: $28,800 Final Value of Contract: $28,800

Length of Contract: Annual contract, 2012 to current

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:

MKA provides high-quality services, demonstrates strong responsiveness, and maintains clear and consistent communication throughout the engagement and audit process. MKA maintains a collaborative working relationship with staff.

Name of Public Entity/Company: The Foundation for Osceola Education; Bellalago Charter Academy; Bellalago and Flora Ridge EFBD

Name of Individual completing this form: Kerry Avery

Signature: _____ Title: Executive Director

Telephone: 407-870-4855 Email: kerry.avery2@osceolaschools.net

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Moss, Krusick & Associates, 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Audit and Tax services including annual single audit under Uniform Guidance, pension audit, and preparation of federal Form 990.

Initial Value of Contract: $19,000 Final Value of Contract: $22,105

Length of Contract: Annual contract, 2019 to current

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:

MKA has been an exceptional partner. We are please with their services and look forward to an ongoing partnership between us.

Name of Public Entity/Company: Language & Literacy Academy for Learning

Name of Individual completing this form: Dr. Tandria Callins

Signature: Signed by: Tandria Callins 9C39F8804835470... Title: Principal

Telephone: 863-268-2903 Email: tandria.callins@llalschool.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: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Moss, Krusick & Associates, 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Audit, Tax, and AFR Services for Walton Academy, Inc. including government-wide and fund financial statements and pensions

Initial Value of Contract: $18,500 Final Value of Contract: $18,500

Length of Contract: Annual contract, 2023 to current

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've had a great experience with Moss Krusick and Associates and highly recommend their professional, reliable audit services.

Name of Public Entity/Company: Walton Academy, Inc.

Name of Individual completing this form: Kara Griffin

Signature: Kara Griffin Title: Accounting Manager

Telephone: 850. 650. 3984 ext: 104 Email: Kgriffin@rader-inc.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: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Moss, Krusick & Associates, 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Audit and Tax Services for Miami Dade Fire Fighters Union including its subsidiaries including additional consulting services for complex organizational structure between multiple entities.

Initial Value of Contract: $22,700 Final Value of Contract: $30,881

Length of Contract: Annual contract, 2021 to current

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:

MKA is a great firm!

Name of Public Entity/Company: Local 1403, Metro Dade Fire Fighters International Association of Fire Fighters

Name of Individual completing this form: WILLIAM McALLISTER

Signature: [signature] Title: PRESIDENT

Telephone: 786-999-2323 Email: PRESIDENT@LOCAL1403.ORG

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: Joseph M. Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Joseph M. Krusick being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Moss, Krusick and Associates, 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: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LCC

Date: 5/1/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joe Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Renee C. Varga
NOTARY PUBLIC, STATE OF FLORIDA

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 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 Joseph M. Krusick

For Moss, Krusick & Associates, LLC

Whose business address is: krusick@mosskrusick.com

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3017072

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: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Renee C. Varga
NOTARY PUBLIC, STATE OF FLORIDA

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 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: Joseph M Krusick, Partner
(print individual's name and title)

for: Moss, Krusick & Associates, LLC
(print name of entity submitting sworn statement)

whose business address is: 501 S. New York Ave., Suite 100, Winter Park, Florida 32789

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3017072

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.

Signature of Official: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Renee C. Varga
NOTARY PUBLIC, STATE OF FLORIDA

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 2027

BUSINESS ENTITY AFFIDAVIT

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

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

I, Joseph M. Krusick being first duly sworn state:

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

59-3017072

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

Moss, Krusick & Associates, LLC

Name of Entity, Individual, Partners or Corporation

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

501 S. New York Ave., Suite 100, Winter Park, Florida 32789

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
W. Ed Moss, Jr.	501 S. New York Ave, Suite 100, Winter Park, FL 32789	65 %
Joseph Krusick		15 %
		%

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: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Renee C. Varga
NOTARY PUBLIC, STATE OF FLORIDA

RENEE VARGA
MY COMMISSION # HH 416513
EXPIRES: July 26, 2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Moss, Krusick & Associates, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2026-06-008, 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: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 2027

Renee C. Varga
NOTARY PUBLIC, STATE OF FLORIDA

JK
4-29-26

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Orange)

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 Moss, Krusick & Associates, 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: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** Y **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Renee C. Varga
NOTARY PUBLIC, STATE OF FLORIDA

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 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 _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Joe Krusick

Name (typed): Joseph M. Krusick

Title: Partner

Company: Moss, Krusick & Associates, LLC

Date: 5/1/2026

JK
4-29-26

E-VERIFY AFFIDAVIT

STATE OF Flroida

COUNTY OF Orange

I, Joseph M. Krusick (the individual attesting below), being duly authorized byand on behalf of Moss, Krusick & Associates, 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 1 day of May, 20 25.

Joel Krusick

Signature of Affiant

Print or Type Name: Joseph M. Krusick

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 1 day of May, 2026.

My Commission Expires: July 26, 2027

Renee C. Varga

Notary Public

NHCS – E-Verify 081815

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 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: Joseph M. Krusick

Title: Partner

Signature: Joe Krusick Date: 5/1/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Moss, Krusick & Associates, LLC ("**Company**")

Vendor FEIN: 59-3017072

Address: 501 S. New York Ave., Suite 100

City: Winter Park State: Florida Zip: 32789

Phone number: 407-644-5811 Email Address: krusick@mosskrusick.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: Joseph M. Krusick

Title: Partner

Signature: Joe Krusick

Date: 5/1/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Orange)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1 day of May, 2026, by Joseph Krusick. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Renee C. Varga

RENEE VARGA
MY COMMISSION # HH 418513
EXPIRES: July 26, 2027

NOTARY PUBLIC, STATE OF FLORIDA

ADDENDUM NO. 1

Date: April 22nd, 2026

To: All Interested Parties

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

Re: Request for Proposal No. 2026-06-008
VPB – Auditing Services

This Addendum forms part of the Request for Proposal (RFP) Package advertised on March 31st, 2026, and with a proposal opening date of May 1st, 2026, with any amendments and/or additions noted below.

Question No. 1: Could you please confirm the total fees paid for the audit of the financial statements for each of the following fiscal years, September 30th, 2025, and September 30th, 2024.

Could you please confirm the total fees paid for the Federal and/or State Single Audit for each of those same fiscal years, September 30th, 2025, September 30th, 2024.

Response: *FY25 $45000 and $8000.*

FY24 $40650 and $8000.

Question No. 2: Is the prior auditor being considered for re-appointment and how long were they your auditor?

Response: *Yes, six (6) years.*

Question No. 3: Please provide summary of the accounting department personnel and their relevant experience.

Response: *Please be advised that this information is available on the Village's website.*

Question No. 4: Are there any auditing problems / difficulties we need to be made aware of?

Response: *No.*

Question No. 5: Do you have an audit committee or equivalent oversight by the Village?

Response: *No.*

Question No. 6: Is all of the accounting performed in one office, on one system? If not, how many accounting systems and locations are involved?

Response: *One (1) office and three (3) software modules interfacing into one (1) accounting system.*

Question No. 7: Is the fixed asset detail maintained in a fixed asset software system or on excel spreadsheets?

Response: *Excel spreadsheet.*

Question No. 8: Do you typically prepare the financial statements and footnotes or does the audit firm prepare them?

Response: *The Auditor prepares the financial statements.*

Question No. 9: Can you provide the prior year trial balance and audit adjustments, or give an indication of the number of adjustments and a description of the entries, if any?

Response: *Four (4) mainly FYE accruals.*

Question No. 10: Can we please get a copy of the budget or any interim financial statements for the current fiscal year.

Response: *Please be advised that this information is available on the Village's website.*

Question No. 11: What is the expected timeline for audit fieldwork? Expected start and completion date?

Response: *Must be completed by March 31st.*

Question No. 12: What is your preference of how field work is performed (remote, in person, hybrid, etc.)?

Response: *Any is OK.*

Question No. 13: If possible, can you indicate the professional fees for the most recent audit, or the number of hours incurred on the engagement.

Response: *Please reference question #1.*

Thank you,

Alessia Bencomo
Procurement Specialist

1378

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-06-008

Title: VPB – Auditing Services

Name of Company Moss, Krusick & Associates, LLC

Date Addendum Received 4/22/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Joseph M. Krusick

Signature Joe Krusick

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



MAY 1, 2026

Sealed Cost Proposal for:
RFP #2026-06-008 VPB - Auditing Services for the Village of Palmetto Bay From FY2026-2030

Moises D. Ariza, CPA, CGMA
Shareholder, CBIZ CPAs P.C.
One SE Third Avenue, Ste 1100, Miami, FL 33131
P: 305-995-9612| moises.ariza@cbiz.com

Format for Schedule of Fees

Provide pricing information in the format shown below, for each year of the agreement. Include staff hourly rates to be used for any additional work which may be requested by the Village which is outside the scope of this agreement.

ATTACHMENT "A" FEE PROPOSAL

Schedule of Professional Fees and Expenses

For the Audit of September 30th, 2026 - 2030

Financial Statements of Village of Palmetto Bay

	2026 Proposed:		2027 Proposed:		2028 Proposed:		2029 Proposed:		2030 Proposed:	
	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.
Partners	35	$ 400	35	$ 400	35	$ 400	35	$ 400	35	$ 400
Managers	60	$ 350	60	$ 350	60	$ 350	60	$ 350	60	$ 350
Supervisory Staff	100	$ 250	100	$ 250	100	$ 250	100	$ 250	100	$ 250
Staff	110	$ 180	110	$ 180	110	$ 180	110	$ 180	110	$ 180
Other (Specify) Courtesy Discount		$ (30,000)		$ (30,000)		$ (30,000)		$ (30,000)		$ (30,000)
Other (Specify)		$		$		$		$		$
TOTAL:	$ 49,800		$ 49,800		$ 49,800		$ 49,800		$ 49,800	
Grand Total Price for Audit Services *	$ 249,000									

OPTIONAL AND AS NEEDED SERVICES:

Part 2

Schedule of Professional Fees and Expenses

For the Audit of the 2026 – 2030 Financial Statements: Special Considerations and Services

The Village does not guarantee that these services will be necessary, however pricing as part of the submittal is required. These costs will not be used for evaluative purposes.

Nature of Services to be Provided	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030
Florida Single Audit	9,000	9,000	9,000	9,000	9,000
Federal Single Audit	9,000	9,000	9,000	9,000	9,000
TOTAL	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000
Grand Total Price for					

Proposers are requested to provide a cost for optional items below; however, these costs will not be used for evaluative purposes.

OPTIONAL PRICING		
Hourly Rate (for additional services as needed)	$ As noted in the previous page	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be preformed within the fees proposed.	
Signature:	
Title:	Shareholder
Date Signed:	5/1/26
Printed Name:	Moises D. Ariza
Firm or Company:	CBIZ CPAs P.C.
Email:	Moises D. Ariza

CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

COST PROPOSAL FOR AUDITING SERVICES FOR THE

VILLAGE OF PALMETTO BAY, FLORIDA

RFP #2026-06-008
For the Fiscal Years Ending September 30, 2026 through 2030

May 1, 2026



Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210
Miami, FL 33156

Andrew S. Fierman, CPA Partner
afierman@cflgcpa.com
T: 305.680.5145 **F:** 305.662.4266
FEI# 55-0912340 CPA License#: AD64536

Format for Schedule of Fees

Provide pricing information in the format shown below, for each year of the agreement. Include staff hourly rates to be used for any additional work which may be requested by the Village which is outside the scope of this agreement.

ATTACHMENT "A" FEE PROPOSAL

Schedule of Professional Fees and Expenses

For the Audit of September 30th, 2026 - 2030

Financial Statements of Village of Palmetto Bay

	2026 Proposed:		2027 Proposed:		2028 Proposed:		2029 Proposed:		2030 Proposed:	
	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.
Partners	25	$ 276	25	$ 290	25	$ 305	25	$ 320	25	$ 336
Managers	57	$ 195	57	$ 205	57	$ 215	57	$ 226	57	$ 237
Supervisory Staff	133	$ 163	133	$ 171	133	$ 179	133	$ 188	133	$ 198
Staff	85	$ 104	85	$ 109	85	$ 115	85	$ 120	85	$ 126
Other (Specify)	0	$	0	$ 0	0	$ 0	0	$ 0	0	$ 0
Other (Specify)	0	$	0	$ 0	0	$ 0	0	$ 0	0	$ 0
TOTAL:	$ $48,500		$ 50,900		$ 53,400		$ 56,100		$ 58,900	
Grand Total Price for Audit Services *	$ 267,800									

OPTIONAL AND AS NEEDED SERVICES:

Part 2

Schedule of Professional Fees and Expenses

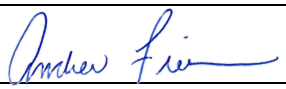
For the Audit of the 2026 – 2030 Financial Statements: Special Considerations and Services

The Village does not guarantee that these services will be necessary, however pricing as part of the submittal is required. These costs will not be used for evaluative purposes.

Nature of Services to be Provided	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030
Florida Single Audit	$9,500	$10,000	$10,500	$11,000	$11,500
Federal Single Audit	$9,500	$10,000	$10,500	$11,000	$11,500
TOTAL	$ 19,000	$ 20,000	$ 21,000	$ 22,000	$ 23,000
Grand Total Price for	$105,000				

Proposers are requested to provide a cost for optional items below; however, these costs will not be used for evaluative purposes.

OPTIONAL PRICING		
Hourly Rate (for additional services as needed)	$ 225	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be preformed within the fees proposed.	
Signature:	
Title:	Partner
Date Signed:	May 1, 2026
Printed Name:	Andrew Fierman
Firm or Company:	Caballero Fierman Llerena & Garcia, LLP
Email:	afierman@cflgcpa.com

MAY 1, 2026

GEMRT

Certified Public Accountants & Advisors



PROPOSED PRICE ENVELOPE

(SEPARATE SEALED ENVELOPE)

RFP No. 2026-06-008

VPB - AUDITING SERVICES FOR THE VILLAGE OF PALMETTO BAY FROM FY 2026-2030

Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co., LLP
Gerardo "Gerry" J. Donates, CPA
gdonates@gemrtcpa.com

GEMRT

GARCIA | ESPINOSA | MIYARES | RODRIGUEZ | TRUEBA

TAB 8

COST OF SERVICES

Village of Palmetto Bay Est. 2002 Florida

2026

Format for Schedule of Fees

Provide pricing information in the format shown below, for each year of the agreement. Include staff hourly rates to be used for any additional work which may be requested by the Village which is outside the scope of this agreement.

ATTACHMENT "A" FEE PROPOSAL

Schedule of Professional Fees and Expenses

For the Audit of September 30th, 2026 - 2030

Financial Statements of Village of Palmetto Bay

	2026 Proposed:		2027 Proposed:		2028 Proposed:		2029 Proposed:		2030 Proposed:	
	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.	Hours	Rate/ Hr.
Partners	20	$ 275	20	$ 275	20	$ 280	20	$ 285	20	$ 290
Managers	50	$ 190	50	$ 195	50	$ 200	50	$ 205	50	$ 210
Supervisory Staff	90	$ 145	90	$ 150	90	$ 155	90	$ 160	90	$ 165
Staff	155	$ 110	155	$ 110	155	$ 115	155	$ 120	155	$ 125
Other (Specify)		$		$		$		$		$
Other (Specify)		$		$		$		$		$
TOTAL:	$ 45,000		$ 45,500		$ 47,000		$ 48,000		$ 50,000	
Grand Total Price for Audit Services *	$ 235,500									

Note - The fees outlined herein are based on discounted rates. Please see the schedule on the next page for a detailed breakdown.

FEE SCHEDULE

Village of Palmetto Bay

RFP 2026-06-008 VPB - Auditing Services

Fee Proposal

Name of Firm: Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP (GEMRT)

2026

Level	Standard Rate	Hours	Discounted Rate	Total
Partners	$405	20	$275	$ 5,500
Manager	$265	50	$190	9,500
Seniors	$210	90	$145	13,050
Staff	$160	155	$110	17,050
		315		$ 45,100
			Total Fee Rounded	**$ 45,000**

2027

Level	Standard Rate	Hours	Discounted Rate	Total
Partners	$405	20	$275	$ 5,500
Manager	$270	50	$195	9,750
Seniors	$215	90	$150	13,500
Staff	$170	155	$110	17,050
		315		$ 45,800
			Total Fee Rounded	**$ 45,500**

2028

Level	Standard Rate	Hours	Discounted Rate	Total
Partners	$410	20	$280	$ 5,600
Manager	$280	50	$200	10,000
Seniors	$220	90	$155	13,950
Staff	$175	155	$115	17,825
		315		$ 47,375
			Total Fee Rounded	**$ 47,000**

2029

Level	Standard Rate	Hours	Discounted Rate	Total
Partners	$420	20	$285	$ 5,700
Manager	$290	50	$205	10,250
Seniors	$225	90	$160	14,400
Staff	$185	155	$120	18,600
		315		$ 48,950
			Total Fee Rounded	**$ 48,000**

2030

Level	Standard Rate	Hours	Discounted Rate	Total
Partners	$430	20	$290	$ 5,800
Manager	$300	50	$210	10,500
Seniors	$235	90	$165	14,850
Staff	$195	155	$125	19,375
		315		$ 50,525
			Total Fee Rounded	**$ 50,000**

OPTIONAL AND AS NEEDED SERVICES:

Part 2

Schedule of Professional Fees and Expenses

For the Audit of the 2026 – 2030 Financial Statements: Special Considerations and Services

The Village does not guarantee that these services will be necessary, however pricing as part of the submittal is required. These costs will not be used for evaluative purposes.

Nature of Services to be Provided	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030
Florida Single Audit	8,000	8,000	8,500	8,500	9,000
Federal Single Audit	8,000	8,000	8,500	8,500	9,000
TOTAL	$ 16,000	$ 16,000	$ 17,000	$ 17,000	$ 18,000
Grand Total Price for					

Proposers are requested to provide a cost for optional items below; however, these costs will not be used for evaluative purposes.

OPTIONAL PRICING		
Hourly Rate (for additional services as needed)	$ 185	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be preformed within the fees proposed.	
Signature:	Gerry Donato
Title:	Partner
Date Signed:	May 1, 2026
Printed Name:	Gerry J. Donates, CPA
Firm or Company:	Garcia, Espinosa, Miyares, Rodriguez, Trueba & Co. LLP
Email:	Gdonates@gemrtcpa.com

SECTION 8 – COST OF SERVICES

PROFESSIONAL SERVICES FOR THE YEARS ENDING SEPTEMBER 30, 2026 THROUGH 2030:

Our proposed fee (**which includes an $8,000 Single Audit fee**) is firm, fixed, and is not to exceed the stated price. We are willing to commit to the fees listed below for the years ending September 30.

	2026 Proposed:		2027 Proposed:		2028 Proposed:		2029 Proposed:		2030 Proposed:	
	Hours	**Rate/ Hr.**	**Hours**	**Rate/ Hr.**	**Hours**	**Rate/ Hr.**	**Hours**	**Rate/ Hr.**	**Hours**	**Rate/ Hr.**
Partners	30	$ 325	30	$ 325	30	$ 325	30	$ 325	30	$ 325
Managers	50	$ 205	50	$ 205	50	$ 205	50	$ 205	50	$ 205
Supervisory Staff	70	$ 175	70	$ 175	70	$ 175	70	$ 175	70	$ 175
Staff	200	$ 115	200	$ 115	200	$ 115	200	$ 115	200	$ 115
Other (Specify)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other (Specify)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Timing Discount	(5,250.00)		(4,250.00)		(3,250.00)		(2,250.00)		(1,250.00)	
TOTAL:	**$ 50,000.00**		**$ 51,000.00**		**$ 52,000.00**		**$ 53,000.00**		**$ 54,000.00**	
Grand Total Price for Audit Services *	**$ 260,000.00**									

There will be no "surprise" billings and the fee includes any out-of-pocket and travel expenses. Our firm philosophy is not to bill for every phone call and if we can answer your question without having to do any research, we will not bill you for that time.

Fee assumes we will receive maximum assistance from predecessor auditor during transition including financial statement templates and copies of critical workpapers including pension workpapers.

Clients are invoiced on a progress basis, reflecting the hours of work completed during the course of the engagement. Fees for any additional services will be based on a discounted average billing rate of $150 per hour and the time requirement, which will be determined based upon the project.

We want to develop a mutually beneficial, long-term relationship with the **Village of Palmetto Bay, Florida** so that we can assist with present challenges and future opportunities. We have the resources, energy, ingenuity, and commitment to accomplish the engagement objectives within your required time frame. A large part of our practice is involved with non-profit and governmental audits, and we will be able to put all the resources of the firm into any question you might have.

Thank you for considering our firm. We look forward to providing services to the **Village of Palmetto Bay, Florida** We trust you will find our proposal to be complete. However, should you have any questions regarding this proposal or desire any supplemental information, please call Mr. Joe Krusick at (407) 644-5811

SECTION 8 – COST OF SERVICES

OPTIONAL AND AS NEEDED SERVICES:

Part 2

Schedule of Professional Fees and Expenses

For the Audit of the 2026 - 2030 Financial Statements: Special Considerations and Services

The Village does not guarantee that these services will be necessary, however pricing as part of the submittal is required. These costs will not be used for evaluative purposes.

Nature of Services to be Provided	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030
Florida Single Audit	4,000	4,000	4,000	4,000	4,000
Federal Single Audit	4,000	4,000	4,000	4,000	4,000
TOTAL	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ 8,000
Grand Total Price for					$ 40,000

Proposers are requested to provide a cost for optional items below; however, these costs will not be used for evaluative purposes.

OPTIONAL PRICING		
Hourly Rate (for additional services as needed)	$150	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be preformed within the fees proposed.	
Signature:	Joe Krusick
Title:	Partner
Date Signed:	5/1/2026
Printed Name:	Joseph M. Krusick
Firm or Company:	Moss, Krusick, & Associates, LLC
Email:	krusick@mosskrusick.com

AGENDA ITEM NO. 12.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PHOENIX CONCRETE PLUS, INC. TO REPLACE DESIGNATED AREAS OF ASPHALT WALKWAYS/TRAILS WITHIN PALMETTO BAY PARK AND CORAL REEF PARK PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-012; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND EIGHTEEN CENTS ($198,921.18); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - PBP & CRP - Asphalt Trails.docx.doc
Reso - PBP & CRP - Asphalt Trails.docx
Exhibit A - Recommendation - ITB# 2026-12-012.pdf
Exhibit B - Tabulation and Bid Sheets - ITB# 2026-12-012.pdf

Exhibit C - ITB# 2026-12-012 - PBP & CRP Asphalt Trails.pdf
Exhibit D - Bid - BD.pdf
Exhibit E - Bid - GA.pdf
Exhibit F - Bid - Headley.pdf
Exhibit G - Bid - Headway.pdf
Exhibit H - Bid - Metro.pdf
Exhibit I - Bid - Pabon.pdf
Exhibit J - Bid - Phoenix.pdf
Exhibit K - Bid - Tequesta.pdf
Exhibit L - Bid - V&G.pdf

To: Honorable Mayor and Village Council

Date: June 16, 2026

From: Nick Marano, Village Manager

Re: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PHOENIX CONCRETE PLUS, INC. TO REPLACE DESIGNATED AREAS OF ASPHALT WALKWAYS/TRAILS WITHIN PALMETTO BAY PARK AND CORAL REEF PARK PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-012; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND EIGHTEEN CENTS ($198,921.18), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is seeking a qualified Company for replacement of the designated areas of asphalt walkways/trails within Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village published an ITB# 2026-12-012 for the "PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails" on May 26th, 2026, and received a total of nine (9) bids. Phoenix Concrete Plus, Inc., was the lowest responsive, qualified, responsible Bidder.

FISCAL IMPACT:

Capital Project – Parks and Recreation Department in the amount of $198,921.18.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-12-012
D. Bid – Blacktop Dynasty, LLC.
E. Bid – Green Alliance, Inc.
F. Bid – Headley Construction Group, Inc.
G. Bid – Headway Construction, LLC.

H. Bid – Metro Express, Inc.
I. Bid – Pabon Engineering, Inc.
J. Bid – Phoenix Concrete Plus, Inc.
K. Bid – Tequesta Construction Services Group, Inc.
L. Bid – V&G Construction Solutions, Corp.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PHOENIX CONCRETE PLUS, INC. TO REPLACE DESIGNATED AREAS OF ASPHALT WALKWAYS/TRAILS WITHIN PALMETTO BAY PARK AND CORAL REEF PARK PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-012; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND EIGHTEEN CENTS ($198,921.18), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village of Palmetto Bay ("Village") published ITB# 2026-12-012 ("ITB") for the "PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails" ("Project"), which Project includes without limitation the demolition and removal of existing asphalt and excavated material, Root Control System installation, and asphalt installation ("Project") at Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, FL 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, FL 33157 on May 26, 2026; and

WHEREAS, the Village received a total of nine (9) bids on June 11, 2026; and

WHEREAS, Phoenix Concrete Plus, Inc. ("Contractor") was the lowest responsive, qualified, responsible Bidder; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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 the Contractor pursuant to the ITB for the Project is hereby approved.

Section 3. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with the Contractor substantially in the form attached to the ITB for completion of the Project, not to exceed One Hundred Ninety-Eight Thousand Nine Hundred Twenty-One Dollars and Eighteen Cents ($198,921.18).

Section 4. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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: 06/17/2026

ITB#: 2026-12-012	**Item/Service:** PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of nine (9) bids received, Blacktop Dynasty, LLC., Green Alliance, Inc., Headley Construction Group, Inc., Headway Construction, LLC., Metro Express, Inc., Pabon Engineering, Inc., Phoenix Concrete Plus, Inc., Tequesta Construction Services Group, Inc., and V&G Construction Solutions, Corp.

II. Recommendation:

a. Which bid is being recommended? **Phoenix Concrete Plus, 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 July 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

6/18/26

Nick Marano, Village Manager

				Blacktop Dynasty, LLC.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	5963	$ 10.35	$ 61,717.05
BID TOTAL				**$ 61,717.05**

				Blacktop Dynasty, LLC.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	15787.5	$ 10.35	$ 163,400.63
BID TOTAL				**$ 163,400.63**
GRAND TOTAL				**$ 225,117.68**

				Green Alliance, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	7753	$ 12.37	$ 95,904.61
BID TOTAL				**$ 95,904.61**

				Green Alliance, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	7524	$ 12.37	$ 93,071.88
BID TOTAL				**$ 93,071.88**
GRAND TOTAL				**$ 188,976.49**

				Headley Construction Group, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	5963	$ 16.36	$ 97,554.68
BID TOTAL				**$ 97,554.68**

				Headley Construction Group, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	12037	$ 16.36	$ 196,925.32
BID TOTAL				**$ 196,925.32**
GRAND TOTAL				**$ 294,480.00**

				Headway Construction Group, LLC.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	5963	$ 12.45	$ 74,239.35
BID TOTAL				**$ 74,239.35**

				Headway Construction Group, LLC.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	16000	$ 8.81	$ 140,960.00
BID TOTAL				**$ 140,960.00**

GRAND TOTAL				**$ 215,199.35**

				Metro Express, Inc.	
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**	
1	Replacement of Existing Asphalt Walkway Trails at CRP			$ -	*Bid Form did not incude Total Sq Ft or Unit Cost Per Sq Ft*
BID TOTAL				**$ 116,760.00**	

				Metro Express, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	5963	$ 15.00	$ 89,445.00
BID TOTAL				**$ 89,445.00**

GRAND TOTAL				**$ 206,205.00**

				Pabon Engineering, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	5963	$ 28.00	$ 166,964.00
BID TOTAL				**$ 166,964.00**

				Pabon Engineering, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	8340	$ 28.00	$ 233,520.00
BID TOTAL				**$ 233,520.00**

GRAND TOTAL				**$ 400,484.00**

				Phoenix Concrete Plus, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	6559	$ 9.86	$ 64,671.74
BID TOTAL				**$ 64,671.74**

				Phoenix Concrete Plus, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	19513	$ 6.88	$ 134,249.44
BID TOTAL				**$ 134,249.44**

GRAND TOTAL				**$ 198,921.18**

				Tequesta Construction Services Group, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	5963	$ 17.61	$ 105,008.43
BID TOTAL				**$ 105,008.43**

				Tequesta Construction Services Group, Inc.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	10200	$ 17.65	$ 180,030.00
BID TOTAL				**$ 180,030.00**

GRAND TOTAL				**$ 285,038.43**

				V&G Construction Solutions, Corp.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
1	Replacement of Existing Asphalt Walkway Trails at CRP	5963	$ 16.58	$ 98,866.54
BID TOTAL				**$ 98,866.54**

				V&G Construction Solutions, Corp.
Bid Item No.	**Description**	**Total Sq. Ft.**	**Unit Cost Per Sq. Ft.**	**Price/Unit**
2	Replacement of Existing Asphalt Walkway Trails at PBP	11834	$ 16.58	$ 196,207.72

BID TOTAL				**$ 196,207.72**

GRAND TOTAL				**$ 295,074.26**

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount ..... $ **61,701.06**

Total Bid Amount (in words) **Sixty One Thousand Seven Hundred One Dollars and 06/100**

Total Sq Ft **5,963** Unit Cost Per Sq Ft **$10.35**

(18 locations – patch paving, asphalt at $185.00/TON)

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount ..... $ **163,358.29**

Total Bid Amount (in words) **One Hundred Sixty Three Thousand Three Hundred Fifty Eight Dollars and 29/100**

Total Sq Ft **15,787.5** Unit Cost Per Sq Ft **$10.35**

(2,105 LF × 7.5 ft avg width per ITB specs – asphalt at $175.00/TON)

Grand Total Bid Amount ..... $ **225,059.35**

Grand Total Bid Amount (in words): **Two Hundred Twenty Five Thousand Fifty Nine Dollars and 35/100**

Signature of Official: _____

Name: VICTOR GAUBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/11/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 95,850.00
Total Bid Amount (in words) Ninety Five Thousand Eight Hundred Fifty and Zero Cents
Total Sq Ft 7,753 Unit Cost Per Sq Ft 12.37

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 93,072.00
Total Bid Amount (in words) Ninety Three Thousand Seventy Two and Zero Cents
Total Sq Ft 7,524 Unit Cost Per Sq Ft 12.37

Grand Total Bid Amount.....$ 188,892.00

Grand Total Bid Amount (in words): One Hundred Eighty Eight Thousand Eight Hundred Ninety Two and Zero Cents

Signature of Official:
Name: Ramon Duarte
Title: President
Company: Green Alliance, Inc.
Date: 06/08/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 97,554.68
Total Bid Amount (in words) ninety seven thousand five hundred fifty four dollars & sixty eight cents
Total Sq Ft 5,963 Unit Cost Per Sq Ft $ 16.36

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 196,925.32
Total Bid Amount (in words) one hundred ninety six thousand nine hundred twenty five dollars & thirty two cents
Total Sq Ft 12,037 Unit Cost Per Sq Ft $ 16.36

Grand Total Bid Amount..... $ 294,480.00

Grand Total Bid Amount (in words): two hundred ninety four thousand four hundred eighty dollars

Signature of Official: Chris Headley
Name: Christopher Headley
Title: VP
Company: Headley Construction Group Inc.
Date: 6/10/26

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 74,234
Total Bid Amount (in words) seventy four Thousand two hundred Thirty four
Total Sq Ft 5,963 Unit Cost Per Sq Ft 12.45

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 141,000
Total Bid Amount (in words) one hundred forty one Thousand.
Total Sq Ft 16,000 Unit Cost Per Sq Ft 8.81

Grand Total Bid Amount.....$ 215,234

Grand Total Bid Amount (in words): Two hundred fifteen Two hundred Thirty four

Signature of Official:
Name: Manuel Diaz
Title: Managing Member
Company: Headway Construction LLC
Date: 6/2/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 116,760.00
Total Bid Amount (in words) One hundred sixteen thousand seven hundred sixty Dollars and 00/100
Total Sq Ft _____ Unit Cost Per Sq Ft _____

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 89,445.00
Total Bid Amount (in words) Eighty nine thousand four hundred forty five Dollars and 00/100
Total Sq Ft 5,963 SF Unit Cost Per Sq Ft $15/SF

Grand Total Bid Amount.....$ 206,205

Grand Total Bid Amount (in words): Two hundred six thousand two hundred five Dollars and 00/100

Signature of Official: [signature]
Name: Delio A. Trasobares
Title: President
Company: Metro Express, Inc.
Date: 6/11/26

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 166,964.00
Total Bid Amount (in words) One hundred sixty six thousand nine hundred sixty four dollars and zero cents.
Total Sq Ft 5963 Unit Cost Per Sq Ft $28.00

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 233,520.00
Total Bid Amount (in words) Two hundred thirty three thousand Five hundred twenty dollars and zero cents.
Total Sq Ft 8,340 Unit Cost Per Sq Ft $ 28.00

Grand Total Bid Amount.....$ 400,484.00

Grand Total Bid Amount (in words): Four hundred thousand Four hundred eighty four dollars and zero cents.

Signature of Official:
Name: Anibal Pabon
Title: President
Company: Pabon Engineering, Inc.
Date: 06/20/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 64,671.74
Total Bid Amount (in words) sixty-four thousand six hundred seventy one dollars & seventy four cents
Total Sq Ft 6559 Unit Cost Per Sq Ft $9.86

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 134,249.44
Total Bid Amount (in words) one hundred thirty four thousand two hundred forty-nine dollars & forty four cents
Total Sq Ft 19,513 Unit Cost Per Sq Ft $6.88

Grand Total Bid Amount.....$ 198,921.18

Grand Total Bid Amount (in words): one hundred ninety eight thousand nine hundred twenty-one dollars & eighteen cents

Signature of Official:
Name: Joseph Perez
Title: President / CEO
Company: Phoenix Concrete Plus Inc.
Date: 6/9/26

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 105,008.43
Total Bid Amount (in words) One Hundred Five Thousand Eight Dollars and Forty-Three Cents
Total Sq Ft 5,963 Unit Cost Per Sq Ft 17.61

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 180,030.00
Total Bid Amount (in words) One Hundred Eighty Thousand Thirty Dollars and Zero Cents
Total Sq Ft 10,200 Unit Cost Per Sq Ft 17.65

Grand Total Bid Amount.....$ 285,038.43

Grand Total Bid Amount (in words): Two Hundred Eighty-Five Thousand Thirty-Eight Dollars and Forty-Three Cents

Signature of Official:
Name: Graciela Calveira
Title: President
Company: Tequesta Construction Services Group Inc
Date: 06/09/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 98,866.54
Total Bid Amount (in words) Ninety eight thousand eight hundred sixty six dollars and fifty four cents
Total Sq Ft 5,963.00 Unit Cost Per Sq Ft $16.58

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 196,207.72
Total Bid Amount (in words) One hundred ninety six thousand two hundred seven dollars and seventy two cents
Total Sq Ft 11,834.00 Unit Cost Per Sq Ft $16.58

Grand Total Bid Amount.....$ 295,074.26

Grand Total Bid Amount (in words): Two hundred ninety five thousand 74 dollars and twenty six cents

Signature of Official:
Name: Guillermo Villanueva
Title: Vice President
Company: V&G Construction Solutions, Corp.
Date: 06/09/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

Invitation to Bid

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

TITLE:

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

ITB NO.:

2026-12-012

DUE DATE:

Thursday, June 11th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 26th, 2026

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
No. 2026-12-012

The Village of Palmetto Bay is seeking bids from a qualified Company for replacement of the designated areas of asphalt walkways/trails within Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, June 11th, 2026** (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 and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails ITB# 2026-12-012**". **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 non-mandatory pre-bid meeting is scheduled for **Tuesday, June 2nd, 2026, 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 26th, 2026**. 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")

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails (the "Project")

The purpose of this bid is to secure a qualified Company for replacement of the designated areas of asphalt walkways/trails within Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. Bidders are asked to measure and confirm for determination of submittal. Walkability is affected on portions of existing walkways, as tree roots have cracked and/or lifted the asphalt, creating unacceptable trip hazards. The end result of this project is expected to be safe, unable walkways with long-term reliability.

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 Monday, June 8th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, June 8th, 2026, 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
15. Immigration Affidavit Certification

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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

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, Oldwick, 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, Parks and Recreation Department, 9705 E. Hibiscus 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 Village is seeking the services of an experienced Company for replacement of the existing asphalt walkway trails at designated locations as indicated below. This walkway is negatively impacted by tree roots cracking and lifting the walkway, which will require the following:

- Demo existing asphalt and excavate a minimal fifteen inches (15") below the ground surface to remove all tree root.
- Additional Limerock material will need to be used for areas where tree roots were removed.
- Areas where no roots needed to be removed existing subbase materials can be reused if material is not contaminated.
- Removal/disposal of all excavated material; cutting away of all visible roots intruding on path from beneath or sides.
- Installation of a layer of Root Control System. Lay the root control fabric on trench wall, away from planting/tree area. Root Control system noduled (bumps) should face the roots or planting.
- Installation/compaction of new & existing subbase lime rock sufficient to ensure that addition of asphalt hot mix overlay of a minimum one and half (1 ½) thick effectuates a new walkway level with existing walkways/surrounding ground.
- Work under this contract shall consist of all equipment, materials, supplies and manufactured articles and for performing all labor, work or other operations required for the fulfilment of the contract in strict accordance to the contract documents.
- The successful bidder shall be responsible to provide necessary barricades and signage to safeguard the general public. The Village shall provide public services/social media announcements of the work and anticipated timeframe. The Village will also remove applicable bollards currently used to prevent vehicular access into the park to create the Company's entry point.
- The successful bidder shall be responsible for the overall safeguarding of the areas of work, and schedule and conduct the work in a manner which shall not interfere with scheduled events and activities; and shall not cause annoyance to residents in close proximity to the project.
- It shall be the sole responsibility of the Company to dispose of all construction debris at an authorized landfill and all costs incurred shall be borne by the Company.
- The Company shall be required to obtain all necessary permits from any and all necessary agencies; and shall include said cost in quote offered. Additionally, the Company shall be responsible for obtaining a bond if the bid price exceeds Fifty Thousand Dollars and Zero Cents ($50,000.00).

The Company shall warranty the work for a period of five (5) years and agrees to repair and/or replace asphalt areas with visible signs of cracking or uplifting during this warranty period.

Palmetto Bay Park:

- Designated areas of asphalt trail include (as depicted on Exhibit “A” & “B”):

    A. The entire trail paralleling SW 94th Avenue, approximately one thousand three hundred ninety (1390) linear feet in length and six to seven (6-7) feet in width; beginning at the golf cart entrance to the park south to where asphalt meet concrete sidewalk.

    B. Beginning where the asphalt meets the 180th Street sidewalk at the park's southern entrance adjacent to private residence, going north to specific areas indicated as 'feet from start'.

72'
134'
374'
607-627'
1145-1159'
1229-1286'
1576-1610'
1622-1632'

Coral Reef Park:

- Designated areas of asphalt trail include (as depicted on Exhibit “C”):

    A. A total of approximately five thousand nine hundred sixty-three (5,963) square feet at eighteen (18) locations as identified in red on attached map of park; and physically marked in orange paint with arrows of pathways.

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $_____
Total Bid Amount (in words)_____
Total Sq Ft_____ Unit Cost Per Sq Ft_____

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $_____
Total Bid Amount (in words)_____
Total Sq Ft_____ Unit Cost Per Sq Ft_____

Grand Total Bid Amount.....$_____

Grand Total Bid Amount (in words):_____

Signature of Official:_____
Name:_____
Title:_____
Company:_____
Date:_____

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST June 11th, 2026.

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 Forms
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 26th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, June 2nd, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Monday, June 8th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, June 8th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 11th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 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. Commencement

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 Proposal 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 proposal 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 proposal, 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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

_____

_____

Initial Value of Contract: _____ Final Value of Contract: _____

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By _____

For _____

Whose business address is: _____

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

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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# 2026-12-012, 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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

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 Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

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: _____

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: _____

Signature: _____ Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of ____ physical presence or ___ online notarization**, this ___ day of _____, 202__, by _____. He/She was ____ personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF 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)

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
[redacted]

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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails** ITB No. 2026-12-012 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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails**
ITB No. 2026-12-012 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-12-012**
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 **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails** (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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
CONTRACTOR:
CONTRACT NO: 2026-12-012
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 **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails** 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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails**

Invitation to Bid#: 2026-12-012

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of 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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails**

Invitation to Bid#: 2026-12-012

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)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of 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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails**

Invitation to Bid#: 2026-12-012

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.

_____ (Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of 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: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails**

Invitation to Bid#: 2026-12-012

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.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

SECTION 10.0: Exhibits

Draft Contract for: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

MASTER AGREEMENT FOR THE _____

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 _____ (the "Company" and, together with the Village, the "Parties"), a Florida corporation, located at _____ and whose Federal Employer Identification Number is _____.

WHEREAS, the Village desires to employ the Company to provide the _____, as more particularly set forth in Exhibit "___" hereto (the "Work"); and

WHEREAS, the Village has solicited for these services via an advertised invitation to bid ("ITB# _____") from the Company; and

WHEREAS, the Company and the Village have agreed to enter into an agreement and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understanding and covenants, the Village and the Company hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2 The term of this Agreement shall commence upon the issuance by the Village of a "Notice to Proceed" ("NTP"), shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

After issuance of the NTP from the Village, the Company shall perform their Work and be finished no later than _____. The Village Manager reserves the right to extend the completion deadline given time factors such as a delay in receipt of materials by the Company, etc. at his sole discretion, with no assessing of damages for failure to meet deadline as described in the signed Agreement.

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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 the Village's ITB, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this Agreement. In the event there is a conflict between the terms of Exhibit ___, or ___, and this Agreement, the terms of this Agreement, including Exhibits ___, ___ and ___ shall prevail and then the following priority is established thereafter:

Exhibit "A": ITB# 2026-12-012

Exhibit "B": Bid Sheet submitted by _____

Exhibit "C": Resolution No. 2026-___

Exhibit "D": Work Authorization

2.2 When the Village requires the Company to perform Services, the Village, by the Division Director, _____, will issue a Work Authorization to the Company stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Company is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 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 company to perform any such Services.

2.5 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

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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 as the Work Authorization. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the Village shall pay the Company in accordance with the Bid Sheet set forth in Exhibit "B" which is attached and made a part of this Agreement.

3.1.2 The Company shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices monthly to:

Village of Palmetto Bay
Parks and Recreation Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

3.1.3 The Company will clearly state "Final Invoice" on the Company's final/last billing for the Services rendered to the Village. The Company's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Village. This account will be closed upon the Village's receipt of a Final Invoice. The Company waives any charges not properly included on its Final Invoice.

3.1.4 The Village's payment of the Final Invoice shall not constitute evidence of the Village's acceptance of the Company's performance of the Service or the Village's acceptance of any Work.

3.1.5 By submitting an invoice, the Company's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Disputed Invoices

3.2.1 In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, the Village shall notify the Company within fifteen (15)

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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 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.

3.3 Agreement Price. The guaranteed maximum price ("GMP") shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's bid the total amount is _____ ($_____). The Company shall give a detailed description of any Work that requires additional compensation if the Services exceeds the GMP. Any additional compensation must be approved by the Village and which can be denied in its sole discretion. The Company shall fund any additional costs that exceed the GMP if the Company either failed to provide a detailed description and justification for the 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.

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.

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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 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, either for the Village's convenience, by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and 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 **Termination with Cause.** Without waiving the right to terminate, for convenience, this Agreement may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Agreement or causes it to be terminated, for reasons other than the Villages breach of this Agreement, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Agreement Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Agreement will not relieve the Company of any deliverables and work product due prior to the termination of the Agreement, 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 Agreement. 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 Agreement. Additionally, the Company agrees that in the event this Agreement is terminated for the Village's

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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 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

6.4 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.

6.5 Liquidated Damages. The Parties recognize that time is of the essence of this Agreement and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified herein. 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 Dollars and Zero Cents ($1,000.00) for each day after the time specified in this Agreement 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, the Company shall pay the amount due within ten (10) days of written demand by the Village.

7.0 No Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the Village shall have the right to terminate the Agreement

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at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Company shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without the express written consent of the Village.

9.0 Professional Associates and Subcontractors

If the Company requires the assistance of any professional associates or subcontractors in connection with it 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 shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Agreement 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 Agreement amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall

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be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Company); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed)

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

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. 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.

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; Discriminatory Vendor List

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.

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

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work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, the Company represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

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 Agreement 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.

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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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 contract, 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;

(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

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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 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:

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22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Company acknowledges that during any fiscal year the Village shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Village may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Village may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Village agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Village's performance and obligation to pay the Company under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Company Representations

25.1 The Company hereby represents and warrants the following to the Village:

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25.1.1 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.

25.1.2 Company's performance under this Agreement will not violate or breach any contract or agreement to which the Company is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 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.

25.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 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.

25.1.8 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.

25.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

26.0 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

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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.

27.0 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.

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.

28.0 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.

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29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

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31.0 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:

32.0 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.

33.0 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.

DRAFT

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 subcontractor to provide an affidavit attesting that the subcontractor 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 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.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 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 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.

37.0 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.

38.0 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.

39.0 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.

40.0 Entire Agreement

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

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

DRAFT

42.0 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 Agreement shall be construed liberally to achieve its intent.

43.0 Counterparts

This Agreement 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 Agreement.

44.0 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 Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": PBP Walkway Repair Replacement **(.PDF FILE)**

Exhibit "B": PBP Walkway Repair Replacement (2) **(.PDF FILE)**

Exhibit "C": CRP Designated Areas of Asphalt Trail **(.PDF FILE)**

(***Total of three (3) .pdf to download with solicitation***)

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

ITB NO.:

2026-12-012

DUE DATE:

Thursday, June 11th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 26th, 2026

CONTACT PERSON:

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

CHECKLIST DE ENTREGA

ITB No. 2026-12-012 — Village of Palmetto Bay

BLACKTOP DYNASTY LLC

⚠ Fecha límite: Jueves 11 de junio de 2026 — 11:00 a.m. EST | Village Clerk's Office · 9705 E. Hibiscus St, Palmetto Bay FL

REF	✓	DOCUMENTO
A1	☑	Carta de presentación con información de contacto
A2	☑	Años en el negocio
A3	☑	Lead Team Information
A4	☑	Bid Form Sección 4.1 — firmado · CRP $65,312.80 · PBP $173,159.51 · Total $238,472.31
A5	☑	Acuse de recibo de Addendum (verificar DemandStar)
B1	☑	Drug-Free Workplace Certification
B2	☑	Subcontractor List
B3	☑	References — mínimo 3 referencias sector público
B4	☑	Acknowledgement, Warranty and Acceptance
B5	☑	**Non-Collusive Affidavit ⚠ NOTARIO**
B6	☑	**Sworn Statement — Public Entity Crimes ⚠ NOTARIO**
B7	☑	**Disability Nondiscrimination Statement (ADA) ⚠ NOTARIO**
B8	☑	**Business Entity Affidavit + Ownership Disclosure ⚠ NOTARIO**
B9	☑	**Conformance with OSHA Standards ⚠ NOTARIO**
B10	☑	**Anti-Kickback Affidavit ⚠ NOTARIO**
B11	☑	Statement of Past Contract Disqualifications
B12	☑	**E-Verify Affidavit ⚠ NOTARIO**
B13	☐	Foreign Country of Concern Attestation
B14	☐	Affidavit — Noncoercive Conduct for Labor
B15	☑	**Immigration Affidavit Certification ⚠ NOTARIO**
B16	☐	Formulario W-9
C1	☐	Bid Bond — 5% = mínimo $11,924 · con Power of Attorney

D1 ☐ Flash Drive (USB) con copia digital completa en PDF

Verificado por:	Fecha de revisión:
SONY MANZANO	06/10/26
Firma / Nombre	Fecha

VILLAGE OF PALMETTO BAY — ITB No. 2026-12-012

PBP & CRP – Replacement of Designated Areas of Asphalt Walking Trails

BID SUBMITTAL FORMS — SECTIONS A1 · A2 · A3

A1 — INTRODUCTION LETTER

Company Name:	Blacktop Dynasty LLC
Address:	2776 N Orange Blossom Trail, Kissimmee, FL 32744
Phone:	321-239-4571
Email:	blacktopdynastypaving@gmail.com
Website:	www.blacktopdynasty.com
Authorized Representative:	Victor Gaubeca
Title:	Authorized Member

Company Description:	Blacktop Dynasty LLC is a company based in Orlando, Florida, specializing in hot mix asphalt paving, sidewalk and curb construction, and general site work. We own all of our equipment and employ a highly experienced, specialized workforce with a long track record of successful project delivery.

Scope Self-Performance:	100% of the scope of work described in ITB No.

	2026-12-012 will be performed directly by Blacktop Dynasty LLC using our own crews, equipment, and materials. No subcontractors will be utilized for the primary asphalt paving and trail replacement work.

A2 — YEARS IN BUSINESS

Date Established:	November 15, 2021
Years in Business:	6 years
State of Incorporation:	Florida
Contractor License No.:	CGC1539749
License Type:	General Contractor
Federal Employer ID (FEIN):	87-3616019
Years in Asphalt Paving:	6 years performing asphalt paving and related work

A3 — LEAD TEAM INFORMATION

Project Manager / Owner

Full Name:	Victor Gaubeca
Title:	Owner / Authorized Member
Years of Experience:	30 years
Background:	30 years of experience in pavement construction

	and project management. Former owner and general manager of asphalt plants in Venezuela. Current investor and managing member of Blacktop Dynasty LLC.
Phone:	321-239-4571
Email:	gaubecav@hotmail.com

Field Superintendent / Owner-Operator

Full Name:	Andres Sanchez Lopez
Title:	Owner / Equipment Operator
Years of Experience:	40 years
Background:	40 years of experience in hot mix asphalt placement, field supervision, and heavy equipment operation. Extensive hands-on expertise in paving operations and crew management.
Phone:	321-960-3608
Email:	—

Estimator / Project Manager

Full Name:	Sony Manzano
Title:	Estimator / Project Manager
Years of Experience:	35 years
Background:	35 years of experience as a construction project engineer in Venezuela. Former asphalt plant manager. Certified laboratory technician in soils,

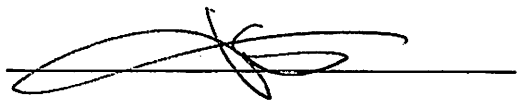
	asphalt, and concrete testing.
Phone:	407-999-6232
Email:	sonimanzano@gmail.com

Equipment & Workshop Manager

Full Name:	Ahitor Gaubeca
Title:	Equipment & Inventory Manager
Years of Experience:	12 years
Background:	12 years of experience in personnel management and inventory control. Responsible for fleet maintenance, equipment readiness, and workshop operations at Blacktop Dynasty LLC.
Phone:	407-925-4899
Email:	agauveca@rikersinc.com

CERTIFICATION & SIGNATURE

Company:	Blacktop Dynasty LLC
Authorized Representative:	Victor Gaubeca
Title:	Authorized Member
Date:	June ___, 2026

Signature: 

I hereby certify that all information provided above is true and accurate to the best of my knowledge.

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount ..... $ **61,701.06**

Total Bid Amount (in words) **Sixty One Thousand Seven Hundred One Dollars and 06/100**

Total Sq Ft **5,963** Unit Cost Per Sq Ft **$10.35**

(18 locations – patch paving, asphalt at $185.00/TON)

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount ..... $ **163,358.29**

Total Bid Amount (in words) **One Hundred Sixty Three Thousand Three Hundred Fifty Eight Dollars and 29/100**

Total Sq Ft **15,787.5** Unit Cost Per Sq Ft **$10.35**

(2,105 LF × 7.5 ft avg width per ITB specs – asphalt at $175.00/TON)

Grand Total Bid Amount ..... $ **225,059.35**

Grand Total Bid Amount (in words): **Two Hundred Twenty Five Thousand Fifty Nine Dollars and 35/100**

Signature of Official: _____

Name: VICTOR GAUBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/11/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor BLACKTOP DYNASTY LLC

Date Addendum Received 06/05/2026

Total Pages of Addendum including Acknowledgement 3

Print Name VICTOR GAUBECA.

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. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor BLACKTOP DYNASTY LLC

Date Addendum Received 06/08/26

Total Pages of Addendum including Acknowledgement 2

Print Name VICTOR GANBECA

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 proposal 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 proposal, 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): VICTOR GAUBECA

Title: AMBR - AUTHORIZED MEMBER.

Company: BLACK TOP DYNASTY, LLC

Date: 07/08/2026

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			

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: BLACKTOP DYNASTY 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: PARKING LOT ASPHALT RESURFACING AND PAVEMENT MARKING / STRIPING DEMARCATION

Initial Value of Contract: $ 230.000 Final Value of Contract: $ 230.000

Length of Contract: 21 DIAS.

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: LA BOYERA CONSTRUCTION, INC.

Name of Individual completing this form: HENRY GONZALEZ

Signature: _____ Title: President.

Telephone: (321) 229-3127 Email: laboyeraconstruction@gmail.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: BLACKTOP DYNASTY 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: SITE WORKS.

Initial Value of Contract: $ 82.000 Final Value of Contract: $ 98.000
Length of Contract: 7 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: LIGHT BLUE WATER POOL INC
Name of Individual completing this form: FERNANDO JIMENEZ
Signature: _____ Title: PRESIDENT
Telephone: 786-613-1164 Email: lightbluewaterpoolinc@gmail.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Black Top Dynasty

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Parking Lot Milling and paving Curbing, and pavement marking.

Initial Value of Contract: 162,000. Final Value of Contract: 162,000.

Length of Contract: 10 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: Associate Builders Golden Coast LLC

Name of Individual completing this form: Sony manzano

Signature: ____ Title: Owner

Telephone: 407-999-6232 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): VICTOR GAUBECA

Title: AMBR - AUTHORIZED MEMBER.

Company: BLACKTOP DYNASTY LLC

Date: 06/08/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

VICTOR GAUBECA being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: AUTHORIZED MEMBER, 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): VICTOR GAUBECA

Title: MGR - AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC.

Date: 06/08/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Osceola)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 06 day of 05th, 2026, by _____. He/She was _____ personally known; _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By VICTOR GAUBECA

For BLACKTOP DYNASTY LLC.

Whose business address is: 2776 N. ORANGE BLOSSOM TRL, KISSIMMEE. 34744

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-3616019

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): VICTOR GAUBECA

Title: AUTHORIZED MEMBER (AMBR)

Company: BLACKTOP DYNASTY LLC.

Date: 06/08/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of OSCEOLA)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this 06 day of 8TH, 2026, by _____.
He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: VICTOR GANBECA, AUTHORIZED MEMBER

(print individual's name and title)

for: BLACKTOP DYNASTY LLC

(print name of entity submitting sworn statement)

whose business address is: 2776 N. ORANGE BLOSSOM TRL. KISSIMMEE FL. 34774

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-3616019

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.

Signature of Official: _____

Name (typed): VICTOR GANBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/08/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Osceola)

The foregoing instrument was acknowledged before me **by means of ____ physical presence or _ online notarization**, this 06 day of 8th, 2026, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

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

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

I, VICTOR GANBECA 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:

87-3616019

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

BLACKTOP DYNASTY LLC

Name of Entity, Individual, Partners or Corporation

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

2776 N ORANGE BLOSSOM TRAIL, KISSIMMEE FL. 34744.

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
ANDRES LOPEZ	3525 MILLPOOL CT, ORLANDO, FL	%
MIREILYS BASTIDAS	3525 MILLPOOL CT, ORLANDO, FL	%
VICTOR GANBECA	2776 NORANGE BLOSSOM TRL. KISSIMME	%

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): VICTOR GANBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/08/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Osceola)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this 06 day of 8th, 2026, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We BLACKTOP DYNASTY LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay ASPHALT WALKING TRAILS, ITB# 2026-12-012, 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): VICTOR GAUBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/8/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of OSCEOLA)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this 06 day of 8TH, 2026, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

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): VICTOR GAUBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/08/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Osceola)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this 06 day of 8TH, 2026, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

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): VICTOR GANBECA

Title: AUTHORIZED MEMBER

Company: BLACKTOP DYNASTY LLC

Date: 06/08/2026

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF OSCEOLA

I, VICTOR GAUBECA (the individual attesting below), being duly authorized byand on behalf of BLACKTOP QUALITY 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 08 day of June, 2026

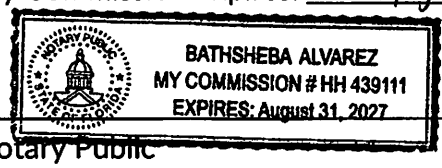
Signature of Affiant

Print or Type Name: VICTOR GAUBECA

State of Florida)
) ss.:
County of OSCEOLA)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 06 day of 8TH, 2026, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 06 day of 8TH, 2026.
My Commission Expires: August 31. 2027



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: VICTOR GANBECA

Title: AUTHORIZED MEMBER

Signature: 

Date: 06/08/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: BLACKTOP DYNASTY LLC ("**Company**")
Vendor FEIN: 87-3616019
Address: 2776 N ORANGE BLOSSOM TRAIL.
City: KISSIMMEE State: FL Zip: 32744
Phone number: 321-239-4974 Email Address: BLACKTOPDYNASTYPAVING@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: VICTOR GANBECA
Title: AUTHORIZED MEMBER
Signature:
Date: 06/08/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: BLACKTOP DYNASTY LLC

Signature: _____ Title: AUTHORIZED MEMBER

STATE OF Florida)
) ss.:
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** ___ **online notarization**, this 06 day of 8th, 2026, by _____. He/She was ____ personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BATHSHEBA ALVAREZ
MY COMMISSION # HH 439111
EXPIRES: August 31, 2027

_____
NOTARY PUBLIC, STATE OF 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)
BlackTop Dynasty.

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) ▶ P

☐ 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.)
2776 N. Orange Blossom.

Requester's name and address (optional)

City, state, and ZIP code
Kissimmee FL 34744.

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
[redacted]

Employer identification number
8 7 - 3 6 1 6 0 1 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 6/8/26

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.

BB04475

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Blacktop Dynasty, LLC (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 NH is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Bid 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Blacktop Dynasty, LLC, as "Principal" herein has caused these presents to be signed in its name, by its Authorized Member. 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 11 day of June, and attested by its Attached Power of Attorney A.D., 2026.

ATTEST:

_____

_____

ATTEST:

_____

_____

Blacktop Dynasty, LLC

By: _____ (Title)
(Principal) Authorized Member.

The Ohio Casualty Insurance Company

By: _____
(Surety) Attorney-in-Fact & Florida Resident Agent
Robert Barra

(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: **8201616-987581**

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, Robert Barra

all of the city of Coral Springs state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of July, 2019.

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 24th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11 day of June, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 95,850.00
Total Bid Amount (in words) Ninety Five Thousand Eight Hundred Fifty and Zero Cents
Total Sq Ft 7,753 Unit Cost Per Sq Ft 12.37

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 93,072.00
Total Bid Amount (in words) Ninety Three Thousand Seventy Two and Zero Cents
Total Sq Ft 7,524 Unit Cost Per Sq Ft 12.37

Grand Total Bid Amount.....$ 188,892.00

Grand Total Bid Amount (in words): One Hundred Eighty Eight Thousand Eight Hundred Ninety Two and Zero Cents

Signature of Official:
Name: Ramon Duarte
Title: President
Company: Green Alliance, Inc.
Date: 06/08/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

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 Repair	GTZ Construction LLC	880 W 74th St Hialeah, Fl	786-319-1615

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Green Alliance 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

_____

_____

Initial Value of Contract: _____ Final Value of Contract: _____

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: Green Alliance Inc

Name of Individual completing this form: Ramon Duarte

Signature: _____ Title: President

Telephone: 786-319-7023 Email: info@greenalliancecorp.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): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

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NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Ramon Duarte being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Green Alliance 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): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 08 day of June, 2026, by Ramon Duarte. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez
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 Ramon Duarte

For Green Alliance inc

Whose business address is: 14996 SW 20th terr Miami, Fl 33185

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-4103039

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): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 08 day of June, 2026, by Ramon Duarte. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez
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: Ramon Duarte President
(print individual's name and title)

for: GreenAlliance Inc
(print name of entity submitting sworn statement)

whose business address is: 14996 SW 20th Ter Miami, Fl 33185

and (if applicable) its Federal Employer Identification Number (FEIN) is: 45-4103039

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.

Signature of Official: _____

Name (typed): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/206

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez
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, Ramon Duarte 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:

45-4103039

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

GreenAlliance Inc

Name of Entity, Individual, Partners or Corporation

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

14996 SW 20th Ter 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
Ramon Duarte	14996 SW 20th 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:

N/A

Signature of Official: _____

Name (typed): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of ____ physical presence or _ online notarization**, this 08 day of June, 2026, by Ramon Duarte. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Green Alliance 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# 2026-12-012, 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 : _____
Green Alliance Inc
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of dade)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 08 day of June, 2026, by Ramon Duarte. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF 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 Green Alliance 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): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of** _____ **physical presence or** _ **online notarization**, this 08 day of June, 2026, by Ramon Duarte. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez

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.

N/A

Executed on June 08, 2026 at Miami Fl 33185
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Ramon Duarte

Title: President

Company: Green Alliance Inc

Date: 06/08/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Ramon Duarte (the individual attesting below), being duly authorized by and on behalf of Green Alliance Inc (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 08 day of june, 2026.

_____

Signature of Affiant

Print or Type Name: Ramon Duarte

State of Florida)
) ss.:
County of Dade)

The foregoing instrument was acknowledged before me **by means of ____ physical presence or _ online notarization**, this 08 day of June, 2026, by Ramon Duarte. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 08 day of June, 2026.

My Commission Expires: 06/26/2026

Hans Gonzalez

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: Ramon Duarte

Title: President

Signature: _____ Date: 06/08/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Green Alliance Inc ("**Company**")

Vendor FEIN: 45-4103039

Address: 14996 SW 20th Ter

City: Miami State: Fl Zip: 33185

Phone number: 786-319-7023 Email Address: info@greenalliancecorp.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: Ramon Duarte

Title: President

Signature: _____

Date: 06/08/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Green Alliance Inc

Signature: _____ Title: President

STATE OF Florida)
) ss.:
COUNTY OF Miami dade)

The foregoing instrument was acknowledged before me **by means of ____ physical presence or ___ online notarization**, this 08 day of june, 2026, by Ramon Duarte. He/She was ____ personally known, X or produced _____ as a form of identification.

WITNESS my hand and official seal

Hans Gonzalez
NOTARY PUBLIC, STATE OF FLORIDA

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Green Alliance Inc

Date Addendum Received 06/05/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Ramon Duarte

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. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Green Alliance Inc

Date Addendum Received 06/08/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Ramon Duarte

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:

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

ITB NO.:

2026-12-012

DUE DATE:

Thursday, June 11th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 26th, 2026

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
No. 2026-12-012

The Village of Palmetto Bay is seeking bids from a qualified Company for replacement of the designated areas of asphalt walkways/trails within Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, June 11th, 2026** (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 and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails ITB# 2026-12-012**". **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 non-mandatory pre-bid meeting is scheduled for **Tuesday, June 2nd, 2026, 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 26th, 2026**. 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")

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails (the "Project")

The purpose of this bid is to secure a qualified Company for replacement of the designated areas of asphalt walkways/trails within Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. Bidders are asked to measure and confirm for determination of submittal. Walkability is affected on portions of existing walkways, as tree roots have cracked and/or lifted the asphalt, creating unacceptable trip hazards. The end result of this project is expected to be safe, unable walkways with long-term reliability.

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 Monday, June 8th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, June 8th, 2026, 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
15. Immigration Affidavit Certification

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 in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

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, Oldwick, 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, Parks and Recreation Department, 9705 E. Hibiscus 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 Village is seeking the services of an experienced Company for replacement of the existing asphalt walkway trails at designated locations as indicated below. This walkway is negatively impacted by tree roots cracking and lifting the walkway, which will require the following:

- Demo existing asphalt and excavate a minimal fifteen inches (15") below the ground surface to remove all tree root.
- Additional Limerock material will need to be used for areas where tree roots were removed.
- Areas where no roots needed to be removed existing subbase materials can be reused if material is not contaminated.
- Removal/disposal of all excavated material; cutting away of all visible roots intruding on path from beneath or sides.
- Installation of a layer of Root Control System. Lay the root control fabric on trench wall, away from planting/tree area. Root Control system noduled (bumps) should face the roots or planting.
- Installation/compaction of new & existing subbase lime rock sufficient to ensure that addition of asphalt hot mix overlay of a minimum one and half (1 ½) thick effectuates a new walkway level with existing walkways/surrounding ground.
- Work under this contract shall consist of all equipment, materials, supplies and manufactured articles and for performing all labor, work or other operations required for the fulfilment of the contract in strict accordance to the contract documents.
- The successful bidder shall be responsible to provide necessary barricades and signage to safeguard the general public. The Village shall provide public services/social media announcements of the work and anticipated timeframe. The Village will also remove applicable bollards currently used to prevent vehicular access into the park to create the Company's entry point.
- The successful bidder shall be responsible for the overall safeguarding of the areas of work, and schedule and conduct the work in a manner which shall not interfere with scheduled events and activities; and shall not cause annoyance to residents in close proximity to the project.
- It shall be the sole responsibility of the Company to dispose of all construction debris at an authorized landfill and all costs incurred shall be borne by the Company.
- The Company shall be required to obtain all necessary permits from any and all necessary agencies; and shall include said cost in quote offered. Additionally, the Company shall be responsible for obtaining a bond if the bid price exceeds Fifty Thousand Dollars and Zero Cents ($50,000.00).

The Company shall warranty the work for a period of five (5) years and agrees to repair and/or replace asphalt areas with visible signs of cracking or uplifting during this warranty period.

Palmetto Bay Park:

- Designated areas of asphalt trail include (as depicted on Exhibit "A" & "B"):

    A. The entire trail paralleling SW 94th Avenue, approximately one thousand three hundred ninety (1390) linear feet in length and six to seven (6-7) feet in width; beginning at the golf cart entrance to the park south to where asphalt meet concrete sidewalk.

    B. Beginning where the asphalt meets the 180th Street sidewalk at the park's southern entrance adjacent to private residence, going north to specific areas indicated as 'feet from start'.

72'
134'
374'
607-627'
1145-1159'
1229-1286'
1576-1610'
1622-1632'

Coral Reef Park:

- Designated areas of asphalt trail include (as depicted on Exhibit "C"):

    A. A total of approximately five thousand nine hundred sixty-three (5,963) square feet at eighteen (18) locations as identified in red on attached map of park; and physically marked in orange paint with arrows of pathways.

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 97,554.68
Total Bid Amount (in words) ninety seven thousand five hundred fifty four dollars & sixty eight cents
Total Sq Ft 5,963 Unit Cost Per Sq Ft $ 16.36

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 196,925.32
Total Bid Amount (in words) one hundred ninety six thousand nine hundred twenty five dollars & thirty two cents
Total Sq Ft 12,037 Unit Cost Per Sq Ft $ 16.36

Grand Total Bid Amount..... $ 294,480.00

Grand Total Bid Amount (in words): two hundred ninety four thousand four hundred eighty dollars

Signature of Official: Chris Headley
Name: Christopher Headley
Title: VP
Company: Headley Construction Group Inc.
Date: 6/10/26

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST June 11th, 2026.

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 Forms
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 26th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, June 2nd, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Monday, June 8th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, June 8th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, June 11th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 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. Commencement

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 Proposal 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 proposal 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 proposal, 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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 6/2/26

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
Paving	Dailier Asfalto	14795 Coolidge Ln Homestead, FL 33033	786-234-3015

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Geo Grade Construction LLC

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

Contracted Services Information:

Scope of Work: Grading, excavations, Concrete

Initial Value of Contract: $35,000 Final Value of Contract: $35,000

Length of Contract: 3 months

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Geo Grade construction LLC

Name of Individual completing this form: George Monserrat

Signature: [signature] Title: President

Telephone: 305-988-0823 Email: georgem@geogradeconstruction.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Headley Construction Group

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

Contracted Services Information:

Scope of Work: Asphalt Restoration, Concrete restoration

Initial Value of Contract: 375,000 Final Value of Contract: 375,000
Length of Contract: 2 months
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Headley Construction does all our asphalt & concrete work, they are a great reliable company

Name of Public Entity/Company: Gencon Partners INC.
Name of Individual completing this form: Jason Barket
Signature: [signature] Title: President
Telephone: 305-878-2499 Email: Jason@genconfl.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Headley Construction Group

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

Contracted Services Information:

Scope of Work: Concrete & asphalt installation

Initial Value of Contract: 130 000 Final Value of Contract: 130,000
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:

Name of Public Entity/Company: Worldwide Distributors Inc
Name of Individual completing this form: Ariel Rodriguez
Signature: [signature] Title: President
Telephone: 305-969-8754 Email: info@elightings.org

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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 6/2/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Christopher Headley being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Headley Construction Group, 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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group INC.

Date: 6/2/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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 Christopher Headley

For Headley Construction Group Inc.

Whose business address is: 12976 SW 132nd Ave

And (if applicable) its Federal Employer Identification Number (FEIN) is: 86-2156352

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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 6/2/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley. (He)/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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: Christopher Headley VP
(print individual's name and title)

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

whose business address is: 12976 SW 132nd Ave

and (if applicable) its Federal Employer Identification Number (FEIN) is: 86-2156352

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.

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 6/2/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026 by Christopher Headley He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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, Christopher Headley 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:

86-2156352

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

Headley Construction Group Inc.

Name of Entity, Individual, Partners or Corporation

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

12976 SW 132nd Ave 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
Christopher Headley	8240 SW 186th St	50 %
Thomas Headley	20140 Cutler Ct	50 %
		%

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

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc

Date: 6/2/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Headley Construction Group Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-12-012, 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 : Dailier Asfalto

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 6/2/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley (He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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 Headley Construction Group 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: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group Inc.

Date: 6/2/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 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 6/2/26 at 2:00 PM under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 6/2/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Christopher Headley (the individual attesting below), being duly authorized byand on behalf of Headley Construction Group (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 2nd day of June, 2026.

Chris Headley
Signature of Affiant

Print or Type Name: Christopher Headley

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of June, 2026, by Christopher Headley He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 3 day of June, 2026.

My Commission Expires: _____

Alexis Hendrikse

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 2028

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: Christopher Headley

Title: VP

Signature: Chris Headley Date: 6/2/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Headley Construction Group Inc. ("**Company**")
Vendor FEIN: 86-2156352
Address: 12976 SW 132nd Ave
City: Miami State: FL Zip: 33186
Phone number: 305-613-1490 Email Address: chris@headleycg.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: Christopher Headley
Title: VP
Signature: Chris Headley
Date: 6/2/26

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Headley Construction Group Inc.

Signature: Chris Headley Title: VP

STATE OF Florida)
) ss.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 3 day of June, 2026, by Christopher Headley. (He)/She was ✓ personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

Alexis Hendrikse
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS HENDRIKSE
MY COMMISSION # HH 471367
EXPIRES: April 7, 2028

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)
Headley Construction Group Inc.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
12976 SW 132nd Ave

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
[redacted]

Employer identification number
8 6 - 2 1 5 6 3 5 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Chris Headley Date ▶ 6/10/26

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, Headley Construction Group 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 (5%) of Bid Amount Dollars ($5% of Bid Amount), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Headley Construction Group 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 5th day of June, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

T Headley

_____

Headley Construction Group Inc.

By: Chris Headley (Title)
(Principal)

ATTEST: As per attached Power of Attorney

Geri Lynn Mirabal

Geri Lynn Mirabal, Witness

Old Republic Surety Company

By: _____
(Surety) Attorney-in-Fact
Warren M. Alter

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

(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 5th day of June, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

1606

ALTER SURETY GROUP INC

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Headley Construction Group

Date Addendum Received 6/5/26

Total Pages of Addendum including Acknowledgement 3

Print Name Christopher Headley

Signature Chris Headley

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. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Headley Construction Group Inc.

Date Addendum Received 6/8/26

Total Pages of Addendum including Acknowledgement 2

Print Name Christopher Headley

Signature Chris Headley

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:

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

ITB NO.:

2026-12-012

DUE DATE:

Thursday, June 11th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 26th, 2026

CONTACT PERSON:

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 74,234
Total Bid Amount (in words) seventy four Thousand two hundred Thirty four
Total Sq Ft 5,963 Unit Cost Per Sq Ft 12.45

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 141,000
Total Bid Amount (in words) one hundred forty one Thousand.
Total Sq Ft 16,000 Unit Cost Per Sq Ft 8.81

Grand Total Bid Amount.....$ 215,234

Grand Total Bid Amount (in words): Two hundred fifteen Two hundred Thirty four

Signature of Official:
Name: Manuel Diaz
Title: Managing Member
Company: Headway Construction LLC
Date: 6/2/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6-2-2026

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			

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Headway Construction LLC

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

Contracted Services Information:

Scope of Work: Construction of asphalt speed Humps, roadway Improvement, paving restoration, Maintenance of traffic, thermoplastic pavement marking and related site work

Initial Value of Contract: $41,178 Final Value of Contract: $41,178

Length of Contract: 3 Months

Would you enter into a contract with the Company in the future? ↘ Yes _____ No

Were the services provided acceptable and of quality standards: ↘ Yes _____ No

Was the Company responsive to your requests and resourceful with the task? ↘ Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
↘ Yes _____ No

If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

Headway Construction completed the project in a professional and timely manner. The company provided quality workship maintained good communication throughout the project, we would recommend Headway Construction LLC for similar projects.

Name of Public Entity/Company: City of Miramar

Name of Individual completing this form: Marilyn M Markwei

Signature: Marily M Markwei Title: Engineering Manager

Telephone: 954-883-6806 Email: mmmarkwei@miramarfl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Headway Construction LLC

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

Contracted Services Information:

Scope of Work: Removal and Replacement of existing asphalt pavement, grading limerock base Repairs, asphalt installation and site clean up for a private commercial project

Initial Value of Contract: $113,867 Final Value of Contract: $113,867

Length of Contract: 2 Months

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

The company was responsive, organized, and demonstrated quality workship, we would not hesitate to use Headway Construction for future projects

Name of Public Entity/Company: Private Owner

Name of Individual completing this form: Raynel Paz

Signature: [signature] Title: Owner

Telephone: 561-662-9056 Email: Raykatyppl@gmail.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: Headway Construction LLC

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

Contracted Services Information:

Scope of Work: Removal of existing driveway surface, grading and base preparation, asphalt paving, compaction, edge finishing and site clean up

Initial Value of Contract: $93,756 Final Value of Contract: $93,756

Length of Contract: 2 weeks

Would you enter into a contract with the Company in the future? ↘ Yes _____ No

Were the services provided acceptable and of quality standards: ↘ Yes _____ No

Was the Company responsive to your requests and resourceful with the task? ↘ Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
↘ Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Project completed successfully and on schedule. Work included site preparation, asphalt paving, and final grading. Client was satisfied with the quality and finish product

Name of Public Entity/Company: Private Owner

Name of Individual completing this form: Amanda Valle

Signature: Amanda Valle Title: Owner

Telephone: 904-923-9306 Email: alovalle.93@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: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Manuel Diaz being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Palm beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of June, 2026, by Mankel Diaz. He/She was _____ personally known, ✓ or produced FL Drivers license as a form of identification.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

WITNESS my hand and official seal

Irisday Asanza
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By Manuel Diaz

For Headway Construction LLC

Whose business address is: 12586 79th ct N west palm beach fl 33412

And (if applicable) its Federal Employer Identification Number (FEIN) is: 99-3995008

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Florida)

The foregoing instrument was acknowledged before me **by means of** __ **physical presence or** _ **online notarization**, this 2 day of June, 2026, by Manuel Diaz. He/She was _____ personally known, __ or produced FL Drivers License as a form of identification.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

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: Manuel Diaz - Managing Member
(print individual's name and title)

for: Headway Construction LLC
(print name of entity submitting sworn statement)

whose business address is: 12586 74th ct N west palm beach FL 33412

and (if applicable) its Federal Employer Identification Number (FEIN) is: 99-3995008

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.

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Palm beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 6 day of June, 2026, by Manuel Diaz. He/She was _____ personally known, ✓ or produced FL Drivers license as a form of identification.

WITNESS my hand and official seal

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

Irisday Asanza
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, Headway Construction LLC 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:

99-3995008

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

Manuel Diaz

Name of Entity, Individual, Partners or Corporation

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

12586 79th ct N west palm beach FL 33412

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Manuel Diaz	12586 74th ct N west palm beach FL 33412	50 %
		%
Yiannis Diaz	12586 74th ct N west palm beach FL 33412	50 %

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

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Palm beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 6 day of June, 2026, by Manuel Diaz. He/She was _____ personally known, ✓ or produced FL Drivers license as a form of identification.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

WITNESS my hand and official seal

Irisday Asanza
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Headway Construction LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-12-012, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Palm beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 4 day of June, 2026, by Manuel Diaz. He/She was _____ personally known, ✓ or produced FL Drivers license as a form of identification.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

WITNESS my hand and official seal

Irisday Asanza
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Palmbeach)

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 Headway Construction 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): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Palmbeach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 6 day of June, 2026, by Manuel Diaz. He/She was _____ personally known, ✓ or produced FL Drivers License as a form of identification.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

WITNESS my hand and official seal

Irisday Asanza
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 06/02/2026 at west palm beach FL
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Managing Member

Company: Headway Construction LLC

Date: 6/2/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Palm beach

I, Manuel Diaz (the individual attesting below), being duly authorized byand on behalf of Headway Construction LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 2 day of June, 2026.

Signature of Affiant

Print or Type Name: Manuel Diaz

State of Florida)
) ss.:
County of Palm beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of JUNE, 2026, by Manuel Diaz. He/She was _____ personally known, ✓ or produced FL Drivers license as a form of identification.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

Signed and sworn to (or affirmed) before me,
this the 2 day of JUNE, 2026.
My Commission Expires: 10-12-2027

Irisday Asanza
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: Manuel Diaz

Title: Managing Member

Signature: _____ Date: 06/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Headway Construction LLC ("**Company**")
Vendor FEIN: 99-3995008
Address: 12586 79th ct N
City: West Palm beach State: FL Zip: 33412
Phone number: 561-247-7076 Email Address: Headwayconstruction.wpb@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: Manuel Diaz
Title: Managing Member
Signature:
Date: 06/02/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Headway Construction LLC

Signature: _____ Title: Managing Member

STATE OF Florida)
) ss.:
COUNTY OF Palm beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 6 day of June, 2026, by Manuel Diaz. He/She was ___ personally known, ✓ or produced Florida Drivers license as a form of identification.

WITNESS my hand and official seal

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Headway Construction LLC (hereinafter called the Principal), and Nationwide Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Ohio is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Not to Exceed Five Percent of Attached Bid Dollars ($N.T.E. 5% of attached 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Headway Construction, LLC, as "Principal" herein has caused these presents to be signed in its name, by its Managing Member under its corporation seal, and the said Nationwide Mutual Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 5th day of June 2026, and attested by its witness June 5, , A.D., 2026 .

ATTEST:

Headway Construction LLC

By: _____(Title)
(Principal)
Managing Member

ATTEST:

Mark Einloth, Witness

Nationwide Mutual Insurance Company

By: _____
(Surety)Robin Goldstein,
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).

Assistant Secretary

BDJ 1(10-25)00

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Headway Construction LLC

Date Addendum Received 06/05/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Manuel Diaz

Signature

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

ADDENDUM NO. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Headway Construction LLC

Date Addendum Received 06/08/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Manuel Diaz

Signature

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Headway Construction LLC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

12586 79th CT N

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach FL 33412

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

9	9	–	3	9	9	5	0	0	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 2/3/25

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

1645

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

DIAZ, MANUEL

HEADWAY CONSTRUCTION LLC
12586 79TH CT N
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC1537528

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/19/2025

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.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
12586 79TH CT N
WEST PALM BACH FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	DIAZ MANUEL	CGC1537528	B25.637298 7/22/2025	27.50	B40189056

This document is valid only when receipted by the Tax Collector's Office.

HEADWAY CONSTRUCTION
HEADWAY CONSTRUCTION
12586 79TH CT N
WEST PALM BEACH FL 33412

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2025171591
EXPIRES: 9/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-16-2024

Employer Identification Number:
99-3995008

Form: SS-4

Number of this notice: CP 575 B

HEADWAY CONSTRUCTION LLC
MANUEL DIAZ MBR
4949 ALORA ISLES DR APT 1309
WEST PALM BCH, FL 33417

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3995008. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

METRO EXPRESS, INC.
State Wide General & Engineering Contractors
CGCO50965 - E-201301

LICENSED
INSURED
BONDED

VILLAGE OF PALMETTO BAY

Office of the Village Clerk

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

Bid Title: **PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails**

ITB: 2026-12-012

Bid Due & Time: 06/11/2026 at 11:00 A.M.

9390 NW 109th Street / Medley, Florida 33178 / Telephone: (305) 885-1330 / Fax: (305) 885-1327
An equal opportunity employer

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 116,760.00
Total Bid Amount (in words) One hundred sixteen thousand seven hundred sixty Dollars and 00/100
Total Sq Ft _____ Unit Cost Per Sq Ft _____

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 89,445.00
Total Bid Amount (in words) Eighty nine thousand four hundred forty five Dollars and 00/100
Total Sq Ft 5,963 SF Unit Cost Per Sq Ft $15/SF

Grand Total Bid Amount.....$ 206,205

Grand Total Bid Amount (in words): Two hundred six thousand two hundred five Dollars and 00/100

Signature of Official: [signature]
Name: Delio A. Trasobares
Title: President
Company: Metro Express, Inc.
Date: 6/11/26

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Metro Express, Inc. (hereinafter called the Principal), and American Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of IN 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Metro Express, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said American 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 4th day of June, and attested by its power of attorney, A.D., 20 26.

ATTEST:

_____

Metro Express, Inc.

_____

By: _____ (Title)
(Principal)

ATTEST:

See Power of Attorney Attached

American Surety Company

_____

By: _____
(Surety) Attorney-in-Fact
Michael A. Bonet

AMERICAN SURETY COMPANY ★ ★ ★ SEAL ★ ★ ★ INDIANA

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

Bond No.: Bid

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 1.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Michael A. Bonet	All of Miami, FL	$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____
Robert Kuzloski, Secretary

SEAL

By: _____
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.

PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-861396
My Commission Expires 03-20-28

_____
Patrick J. Dremmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of June, 2026.

SEAL

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

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 proposal 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 proposal, 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): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 6/11/26

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		

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: METRO EXPRESS, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage, Sidewalk, Paving and Striping

Initial Value of Contract: $ 700,000.00 Final Value of Contract: 697,000.00

Length of Contract: ONE 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: CITY OF MIAMI GARDENS

Name of Individual completing this form: GUILLERMO HIDALGO

Signature: _____ Title: _____

Telephone: _____ Email: _____

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.go
Fax: (305) 622-8001 ghidalgo@miamigardens-fl.go

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: METRO EXPRESS, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: SW 187 TERRACE DRAINAGE IMPROVEMENTS PROJECT. DRAINAGE IMPROVEMENTS AND MILLING / RESURFACING

Initial Value of Contract: $189,557.15 Final Value of Contract: $140,636.44

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:

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

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

Name of Company: METRO EXPRESS, 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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Sidewalk Curbing, and misc concrete repair RFQ 2025-07

Initial Value of Contract: 530,000 Final Value of Contract: 530,000
Length of Contract: 30 days per WO
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? ____ 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:

Exceptional construction firm from the top down to field staff and construction managers

Name of Public Entity/Company: City of Doral Public Works
Name of Individual completing this form: Angel Garay
Signature: ____ Title: Admin
Telephone: 3052977776 Email: Angel.Garay@cityofdoral.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: Delio A. Trasobares

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 6/11/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Delio A. Trasobares being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Metro Express, 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): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 11 day of June, 2026, by Delio A. Isaacs. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

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

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

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

By Delio A. Trasobares

For Metro Express, Inc.

Whose business address is: 9390 NW 109 St. Medley, FL 33178

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0711071

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: Delio A. Trasobares

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 6/11/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 11 day of June, 2026, by Delio A. Trasobares. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Delio A. Trasobares, President
(print individual's name and title)

for: Metro Express, Inc.
(print name of entity submitting sworn statement)

whose business address is: 9390 NW 109 st. Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0711071

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.

Signature of Official: [signature]

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 06/11/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or _ online notarization**, this 11 day of June, 2026, by Delio A. Trasobares. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

BUSINESS ENTITY AFFIDAVIT

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

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

I, Delio A. Trasobares 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:

65-0711071

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

Metro Express, Inc.

Name of Entity, Individual, Partners or Corporation

—

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

9390 NW 109 St. 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
Delio A. Trasobares	9390 NW 109 St	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): Delio A. Trasobares

Title: President

Company: Metro Express Inc.

Date: 6/11/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 11 day of June, 2026, by Delio A. Iscaboces. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Metro Express, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, PBP and CRP - Replacement of Designated areas of asphalt walking trails, ITB# 2026-12-012, 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): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 06/11/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 11 day of June, 2026, by Delio A. Trasobares. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

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

Signature of Official: _____

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 06/11/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 11 day of June, 2026, by Delio A. Trasobares. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

NO

Executed on 6/11/26 at Metro Express, Inc.
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: [signature]

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 06/11/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Delio A. Trasobares (the individual attesting below), being duly authorized by and on behalf of Metro Express, Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 11 day of June, 2026

Signature of Affiant

Print or Type Name: Delio A. Trasobares

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 11 day of June, 2026, by Delio A. Fraga Bares. He/She was X personally known, _____ or produced _____ as a form of identification.

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

Signed and sworn to (or affirmed) before me,

this the 11 day of June, 2026.

My Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

E-Verify

Welcome
Angel Fernandez

MENU

Company Information

Company Name
Metro Express Inc

Company ID Number
385802

Doing Business As (DBA) Name
--

DUNS Number
019047564

Physical Location

Address 1
9390 NW 109 St

Address 2
--

City
Medley

State
FL

Zip Code
33178

County
MIAMI-DADE

Mailing Address

Address 1
--

Address 2

--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
650711071

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 06/18/2021 11:25 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

Official Website of the Department of Homeland Security

E-Verify

Welcome
Angel Fernandez

Company
Metro Express Inc

User ID
[redacted]

HOME | CASES | PROFILE | COMPANY | REPORTS | RESOURCES | LOG OUT

Search Results

Search Again >

You are viewing items 1-2 of 2

User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On	
AFER1840	Metro Express Inc	Program Administrator	Fernandez	Angel	01/29/2021 11:28 AM	Current	N	Y	Delete
IGON1743	Metro Express Inc	General User	Gonzalez	Ivis	01/29/2021 11:21 AM	Current	N	N	Delete

Previous Next Page 1 of 1. Go to 1 Go Results per page 10

Last Login: 01/29/2021 11:28 AM

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

Enable Permanent Tooltips Accessibility Download Viewers

1676

E-Verify

Company ID Number: 385802

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Metro Express Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 385802

Approved by:

Employer	
Metro Express Inc	
Name (Please Type or Print) Susana Semprun	Title
Signature Electronically Signed	Date 01/18/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/18/2011

E-Verify

Company ID Number: 385802

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Metro Express Inc
Company Facility Address	9390 NW 109 St Medley, FL 33178
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	650711071
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 385802

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 385802

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angel Fernandez
Phone Number	(305) 885 - 1330
Fax Number	(305) 885 - 1327
Email Address	angel@metroexpresscorp.com

Name	Ivis Gonzalez
Phone Number	(305) 885 - 1330
Fax Number	(305) 885 - 1327
Email Address	ivis@metroexpresscorp.com

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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: Delio A. Trasobares

Title: President

Signature: _____ Date: 6/11/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Metro Express, Inc. ("**Company**")
Vendor FEIN: 65-0711071
Address: 9390 NW 109 St.
City: Medley State: FL Zip: 33178
Phone number: 305-885-1330 Email Address: info@metroexpresscorp.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: Delio A. Trasobares
Title: President
Signature: [signature]
Date: 6/11/26

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Metro Express, Inc.

Signature: _____ Title: _____

STATE OF FL)
) ss.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** ___ **online notarization**, this 11 day of June, 2026, by Delio A. Trasobares. He/She was X personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

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)
Metro Express, 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.)
9390 NW 109 St.

Requester's name and address (optional)

City, state, and ZIP code
Medley, FL 33178

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
[redacted]

Employer identification number
65-0711071

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 ▶ 6/11/26

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, Metro Express, Inc. (hereinafter called the Principal), and American Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of IN 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Metro Express, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said American 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 4th day of June, and attested by its power of attorney, A.D., 20 26.

ATTEST:

_____

Metro Express, Inc.

_____

By: _____ (Title)
(Principal)

ATTEST:

See Power of Attorney Attached

American Surety Company

_____

By: _____
(Surety) Attorney-in-Fact
Michael A. Bonet

AMERICAN SURETY COMPANY ★ ★ ★ SEAL ★ ★ ★ INDIANA

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

Bond No.: Bid

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 1.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Michael A. Bonet	All of Miami, FL	$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____
Robert Kuzloski, Secretary

AMERICAN SURETY COMPANY SEAL INDIANA

By: _____
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.

PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-861396
My Commission Expires 03-20-28

_____
Patrick J. Dremmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of June, 2026.

AMERICAN SURETY COMPANY SEAL INDIANA

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

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

TRASOBARES, DELIO ALBERT

METRO EXPRESS INC
9390 N.W 109 ST
MEDLEY FL 33178

LICENSE NUMBER: CGC050965

EXPIRATION DATE: AUGUST 31, 2026

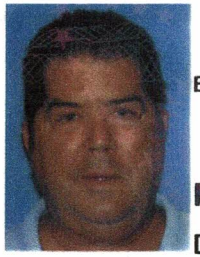
Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1701



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E201301

METRO EXPRESS INC

D.B.A.:

TRASOBARES DELIO A

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2027

QUALIFYING TRADE(S)

0001 GENERAL ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

MIAMI-DADE COUNTY

www.miamidade.gov/economy

[redacted]

1702

Local Business Tax Receipt

Miami–Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

4092169

RECEIPT NO.
RENEWAL
4272571

BUSINESS NAME/LOCATION
METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY, FL 33178-1225

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
METRO EXPRESS INC

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/15/2025
WFED1-25-012905

Worker(s) 10

CGC050965

LBT

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 mdctaxcollector.gov

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Metro Express, Inc.

Date Addendum Received 6/5/24

Total Pages of Addendum including Acknowledgement 3

Print Name Delio A. Trasobares

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. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Metro Express, Inc.

Date Addendum Received 6/8/24

Total Pages of Addendum including Acknowledgement 2

Print Name Delio A. Trabobares

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.

PABON
ENGINEERING, INC

ITB 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Due Date: June 11th, 2026 – 11:00 AM

Firm: Pabon Engineering, Inc

Address: 13028 SW 128 Street
Miami, Florida 33186
(305) 972-8445

Qualifier: Anibal Pabon and Alejandro Balsinde
pabonengineering@outlook.com
(305) 218-3547

License(s): CUC1223949
CGC1540377
E1800135

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
No. 2026-12-012

The Village of Palmetto Bay is seeking bids from a qualified Company for replacement of the designated areas of asphalt walkways/trails within Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, and Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, June 11th, 2026** (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 and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails ITB# 2026-12-012**". **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 non-mandatory pre-bid meeting is scheduled for **Tuesday, June 2nd, 2026, 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 26th, 2026**. 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 and a flash drive of your submittal no later than 11:00 a.m. EST June 11th, 2026.

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 Forms
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

MINIMUM QUALIFICTIONS OF BIDDERS

License Requirements:

Pabon Engineering, Inc. has the authorization to conduct business and holds an Underground Utility Contractor's & General Contractors 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 & CGC1540377. 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 ten (10) 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

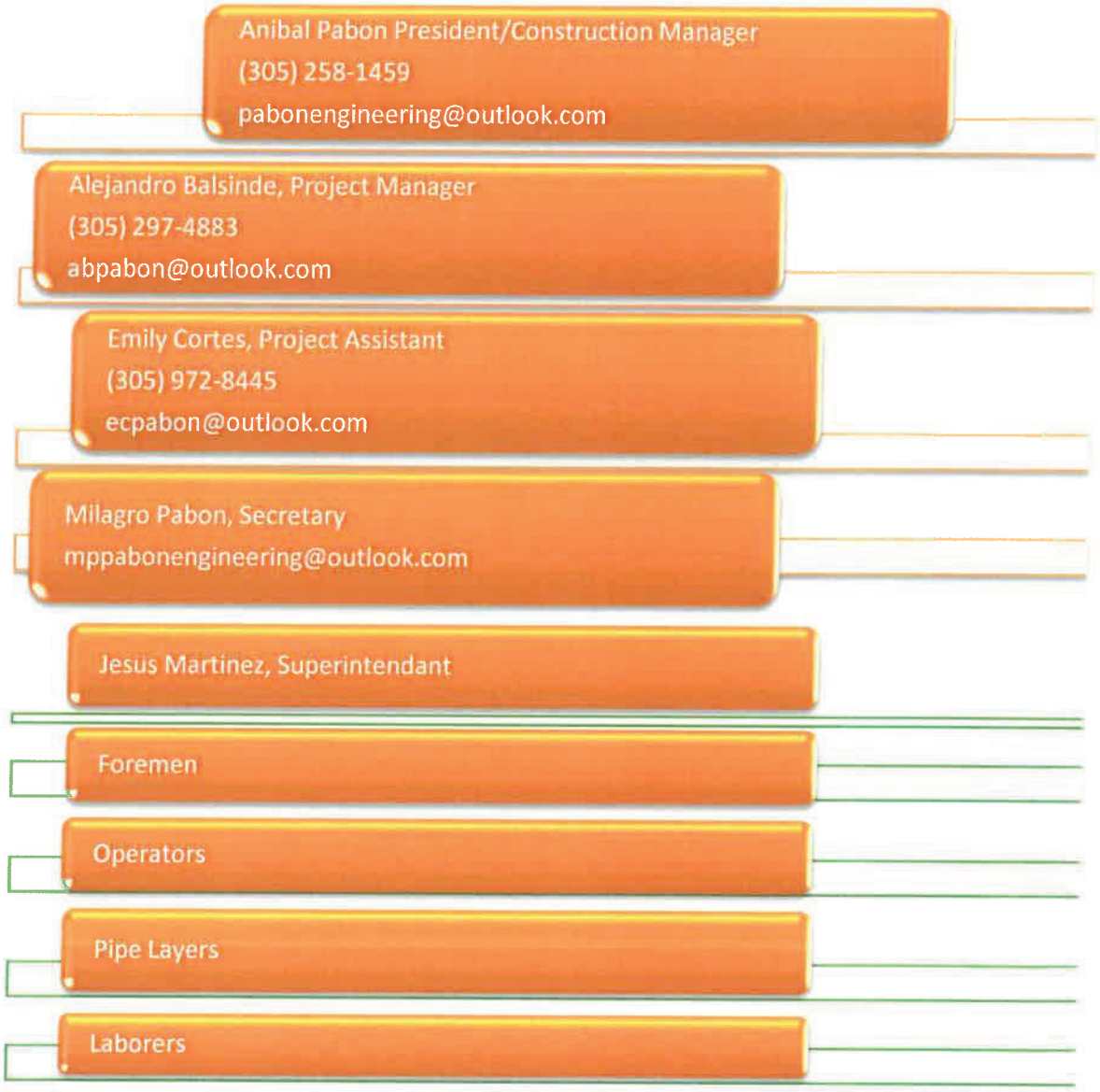
Key Members:

- 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: Over 10 yrs.
- Emily Cortes – Assistant Project Manager – MOT Coordinator, Permitting, etc. Experience: 10 yrs.
- Jesus Martinez – Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 yrs.
- Damien Lucero – Foreman – Coordinates daily tasks. Experience: 20 yrs.
- 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.

13028 SW 128 ST Miami, FL. 33186▪Phone: 305.218.3547▪pabonengineering@outlook.com

PABON ENGINEERING, INC



4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 166,964.00
Total Bid Amount (in words) One hundred sixty six thousand nine hundred sixty four dollars and zero cents.
Total Sq Ft 5963 Unit Cost Per Sq Ft $28.00

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 233,520.00
Total Bid Amount (in words) Two hundred thirty three thousand Five hundred twenty dollars and zero cents.
Total Sq Ft 8,340 Unit Cost Per Sq Ft $ 28.00

Grand Total Bid Amount.....$ 400,484.00

Grand Total Bid Amount (in words): Four hundred thousand Four hundred eighty four dollars and zero cents.

Signature of Official:
Name: Anibal Pabon
Title: President
Company: Pabon Engineering, Inc.
Date: 06/20/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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: 06/10/2026

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 Product	Halley Engineering	13901 NW 118th Avenue, Miami, FL 33178	305-883-0055 305-883-0085

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: The construction and installation of drainage structures 660 LF of 18-inch French drainpipe; 70 LF of 15-inch pipe culvert; (7) 48-inch catch basins. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 100 SY. Remove and replace 230 SY of concrete sidewalk/driveways. Restoring 750 SY of sod.

Initial Value of Contract: $395,000.00 Final Value of Contract: $394,998.28

Length of Contract: 90 days

Would you enter into a contract with the Company in the future? X Yes _____ No

Were the services provided acceptable and of quality standards: X Yes _____ No

Was the Company responsive to your requests and resourceful with the task? X Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

X Yes _____ No

If you responded no to any of the above please provide details:

Pabon Engineering, Inc. was accommodating to the client's requests and provided close out documentation within a reasonable time frame.

Comments:

Name of Public Entity/Company: Chen Moore and Associates

Name of Individual completing this form: Jessica Diaz, PE

Signature: Jessica Diaz Digitally signed by Jessica Diaz Date: 2026.06.09 11:35:37-04'00' Title: Project Manager

Telephone: 954-730-0707 Email: jdiaz@chenmoore.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: The project includes installation of approximately 1,220 LF of zinc-coated ductile iron water mains, four gate valves, seven fire hydrant assemblies, two air release valves, and multiple connections to existing water mains, including tapping connections. Work also includes sheeting and shoring, concrete and asphalt restoration, milling and resurfacing, and construction of 135 ADA-compliant pedestrian curb ramps per FDOT standards.

Initial Value of Contract: $1,443,562.34 Final Value of Contract: $2,697,322.46

Length of Contract: 240 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:
Their work was completed in accordance with the contract requirements, and I would not hesitate to recommend them for future projects of similar scope and complexity.

Comments:

Name of Public Entity/Company: Miami Dade Water & Sewer

Name of Individual completing this form: Yamirys Battle

Signature: _____ Title: Construction Projects Supervisor I

Telephone: 786-552-4437 Email: yamirys.battle@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: This project upgrades the potable water system at two locations within the Miami-Dade County Water and Sewer service area, including installation of approximately 10,000 LF of water mains, 34 gate valves, 23 fire hydrants, 69 water services, 12 air release valves, HDD installation of 300 LF of 14-inch HDPE pipe, and multiple connections to existing water mains. Work also includes polyethylene encasement, sheeting and shoring, asphalt restoration and resurfacing of approximately 25,700 SY, and replacement of 1,000 SF of concrete sidewalks and driveways.

Initial Value of Contract: $2,632,244.00 Final Value of Contract: $2,692,832.55

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 & Sewer

Name of Individual completing this form: Pearle Khadar

Signature: _____ Title: Pump Stations Construction Supervisor (CM2)

Telephone: 786-552-4426 Email: pearle.khadar@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/10/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Anibal Pabon being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/10/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

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

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/10/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

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.

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)

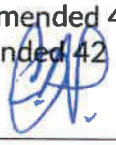
whose business address is: 13028 SW 128 St., Miami, FL 33186

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.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/10/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

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.

Denise Rangel
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:

01-0569389
Federal Employer Identification Number (If none, Social Security Number)

Pabon Engineering, Inc.
Name of Entity, Individual, Partners or Corporation

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

13028 SW 128 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 %
Milagro Pabon	14514 SW 142 Place Cir., Miami 33186	%
		%

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: 06/10/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

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 _____, ITB# 2026-12-012, 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: Pabon Engineering, Inc.

Date: 06/10/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

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.

Denise Rangel
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 Pabon Engineering, 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): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/10/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

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.

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 10th of June at 8:00am 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: Pabon Engineering, Inc.

Date: 06/10/2026

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 10th day of June, 2026.

Signature of Affiant

Print or Type Name: Anibal Pabon

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

Signed and sworn to (or affirmed) before me,

this the 10 day of June, 2026.

My Commission Expires: 04/10/2029

Denise Rangel
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: Anibal Pabon

Title: President

Signature: _____ Date: 06/10/2026

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: Florida Zip: 33186

Phone number: 305-972-8445 Email Address: Pabonengineering@outlook.com

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

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

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

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

Written Declaration

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

Printed Name: Anibal Pabon

Title: President

Signature:

Date: 06/10/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Pabon Engineering, Inc.

Signature: _____ Title: President

STATE OF Florida)
) ss.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 10 day of June, 2026, by Anibal Pabon. He/She was ✓ personally known, ____ or produced _____ as a form of identification.

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.

Denise Rangel
NOTARY PUBLIC, STATE OF 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)
Pabon 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.)
13028 SW 128 Street

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33186

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[redacted]

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 ▶ 06/10/2026

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pabon Engineering, Inc.(hereinafter called the Principal), and The Cincinnati Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Ohio is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 10th day of June, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

By: _____ (Title)
(Principal) Anibal Pabon President

ATTEST: As Per Attached Power of Attorney

_____

Sherrin Martinez, CSR

The Cincinnati Insurance Company CINCINNATI, OHIO

By: _____
(Surety) Attorney-in-Fact
Jonathan A. Bursevich

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

THE CINCINNATI INSURANCE COMPANY

Stephen A. [illegible]
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 10 day of June, 2026

Steven D. Dan
Secretary

BN-1005 (3/17)

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 06/05/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Anibal Pabon

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 06/08/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Anibal Pabon

Signature

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

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.

1744

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

BALSINDE, ALEJANDRO J

PABON ENGINEERING, INC.
13028 SW 128 STREET
MIAMI FL 33186

LICENSE NUMBER: CGC1540377

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/17/2026

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.

1745



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 09/30/2027

MIAMI-DADE COUNTY

QUALIFYING TRADE(S)

0007 PAVING ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/economy



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
14514 SW 142 PL CIR
Miami, FL 33186

Annual Reports

Report Year	Filed Date
2024	02/26/2024
2025	03/06/2025
2026	04/09/2026

Document Images

04/09/2026 -- ANNUAL REPORT	View image in PDF format
03/06/2025 -- ANNUAL REPORT	View image in PDF format
02/26/2024 -- ANNUAL REPORT	View image in PDF format
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
02/24/2020 -- ANNUAL REPORT	View image in PDF format
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

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

5351978

RECEIPT NO.
RENEWAL
5589560

BUSINESS NAME/LOCATION
PABON ENGINEERING INC
13028 SW 128TH ST
MIAMI, FL 33186-5880

EXPIRES
SEPTEMBER 30, 2026

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

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/25/2025
PTBTC-25-163092

Worker(s) 5 CUC1223949

LBT

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 mdctaxcollector.gov

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

5351978

RECEIPT NO.
RENEWAL
7530102

BUSINESS NAME/LOCATION
PABON ENGINEERING INC
13028 SW 128TH ST
MIAMI, FL 33186-5880

EXPIRES
SEPTEMBER 30, 2026

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

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/25/2025
PTBTC-25-163092

Worker(s) 1 E1800135

LBT

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 mdctaxcollector.gov

PABON ENGINEERING, INC

Contractor Experience

WATER & SEWER MAIN UPGRADES

P16208 – 12-Inch D.I. WM Replacement on Biscayne Blvd. & Federal Hwy.
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Project Status: Pending Completion April 2026
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Jose E. Alvarez – 786.236.5325
Contract Amount: $2,204,400.00

Furnishing all labor, equipment, and materials for construction of water main improvements. Work includes the installation of approximately 2,844 linear feet of 12, 8, 6, and 4-inch zinc-coated ductile iron water main pipe and fittings; furnishing and installing twenty-four (24) resilient-seated gate valves, nine (9) fire hydrant assemblies with guard posts, and associated water services, including fourteen (14) 1-inch services, six (6) 1-inch dual services (meter bank), and two (2) 2-inch services. Work also includes cut-in connections to existing water mains, construction of flushing valve and air release valve assemblies, polyethylene encasement, cleaning, testing, and disinfection of water mains, and cutting, plugging, grouting, and abandoning existing mains. Additional work includes removal and salvage of hydrants, valves, and appurtenances, sheeting and shoring left in place as directed, backfilling, reinforced concrete protective slabs, traffic control, asphalt, sidewalk, curb, gutter, sod, and pavement restoration, and all incidental work necessary for a complete and fully functional installation.

P14950 Furnish and Install 10 Inch C900 PVC FM from PS0469 to PS 0468
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Project Status: Pending Completion April 2026
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Miguel Villa – 305.298.5154
Contract Amount: $1,359,919.22

The project involves furnishing and installing new 10-inch PVC C900 sewage force mains with zinc-coated polyethylene-encased ductile iron fittings along multiple locations, including NE 28th Avenue, NE 164th Street, and an access road east of Biscayne Boulevard. It also includes removing 200 linear feet of existing 6-inch ductile iron pipe over the Oleta River and abandoning in place approximately 3,220 linear feet of 6-inch cast iron force main. Work entails exploratory digging, installation of plug valves, tapping connections to existing force mains, and air release valve assemblies. Additional tasks include asbestos pipe handling, shoring, backfilling, and steel casing installation under existing structures. The project concludes with full site restoration, including pavement, sidewalk, curb, landscaping, and traffic control replacements to ensure a complete and functional system.

2025-001 – Water Main Improvements Winfield Boulevard Canal
City of Margate DEES – 901 NW 66 Ave., Margate, FL 33063
Engineer: Chen Moore & Associates
Project Status: Completed August 2025
Bonded: Y, Contract Days: 60, On Time: Y
Contact: Paula Fonseca, P.E. – 954.972.0828
Contract Amount: $ 450,000.00

Furnishing and Installing approx. 80 LF of 6-inch PVC for water main; 60 LF of 10-inch PVC for water main; 40 LF of 12-inch PVC for water main; 580 LF of 12-inch HDPE water main via HDD; (1) 6-inch gate valves; (4) 10-inch gate valves; (2) air release valves; (3) connections to existing watermains; Tapping sleeve & valve (30"x10"). Asphalt and concrete and trench restoration for all pipe installation and milling & resurfacing of approximately 460 SY with new striping. 330 SY of sod installed.

2024-014 – Water Main Improvements Phase 2B-US-411 Intersection
City of Margate DEES – 901 NW 66 Ave., Margate, FL 33063
Engineer: Chen Moore & Associates
Project Status: Completed April 2025
Bonded: Y, Contract Days: 60, On Time: Y
Contact: Paula Fonseca, P.E. – 954.972.0828
Contract Amount: $ 650,000.00

Furnishing and Installing approx. 150 LF of 6-inch PVC for water main; 40 LF of 8-inch PVC for water main; 600 LF of 10-inch ductile iron pipe for water main; 170 LF of 8-inch HDPE water main via HDD; (7) MJ sleeve adapter couplings; (2) water services; (5) 6-inch gate valves; (8) 10-inch gate valves; (2) air release valves; (3) fire hydrants; (7) connections to existing watermains. Remove and dispose of 120LF of Asbestos Cement Pipe. Asphalt and concrete and trench restoration for all pipe installation and milling & resurfacing of approximately 700 SY with new striping.

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: Completed 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: Completed 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: Completed 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**
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.
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Williams Island, City of Aventura, FL
Project Status: Completed April 2023

Bonded: Y, Contract Days – 315, On Time: Y
Contact: Alexis J Valdes – 786.552.4364
Contract Amount – $4,653,141.00

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.
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
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: $400,832.00

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.
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
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: $419,510.00

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
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: Avino & Associates – 1350 SW 57 Ave, Miami, FL 33144
Project Status: Completed October 2020

Bonded: Y, Contract Days: 150, On Time: Y
Contact: Alexis Valdes – 786-299-9008
Contract Amount: $423,161.00

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
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: $2,632,244.00

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. 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 | **Contact: Nelson Cespedes – 305.607.0799**
Project Status: Completed 2007 | **Contract Amount: $630,000.00**
Installation of new water main.

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

DRAINAGE UPGRADES

20250008 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Pending Completion May 2026
Construction and installation of drainage structures 630 LF of 18-inch french drain pipe; 110 LF of 15-inch pipe culvert; 33 LF of 18-inch pipe culvert; 5 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 635 SY. Remove and replace 105 SY of concrete sidewalk/driveways.

Bonded: Y, Contract Days: 270, On Time: Y
Contact: Juan Gonzalez – 305.608.9702
Contract Amount: $379,377.72
Prime: Pabon Engineering, Inc.

2025-02-01 – Drainage Improvements Along NE 8th Avenue
Miami Shores Village
Engineer: A.M.I. Engineering, LLC. 12850 N Calusa Club Dr., Miami, FL 33186
Project Status: Completed November 2025
Address flooding concerns within the project limits resulting from insufficient drainage infrastructure. The work includes constructing and installing drainage improvements consisting of approximately 380 LF of 24-inch French drainpipe, 100 LF of 18-inch pipe culvert, and 4 manholes. The project also includes asphalt restoration associated with pipe installation, milling and resurfacing of about 3,000 SY, replacement of 1,744 SY of concrete sidewalks and driveways, and restoration of approximately 1,560 SY of sod.

Bonded: Y, Contract Days: 60, On Time: Y
Contact: Jorge Loor – 305.795.2210
Contract Amount: $625,000.00
Prime: Pabon Engineering, Inc.

20240165 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Completed October 2025
Mitigate flooding issues within the project area caused by inadequate drainage infrastructure. The work includes constructing and installing drainage improvements consisting of approximately 2,025 LF of 24-inch French drainpipe, 60 LF of 15-inch pipe culvert, 260 LF of 18-inch pipe culvert, 65 LF of 24-inch pipe culvert, 920 LF of desilt pipe, and 12 manholes. The project also includes asphalt restoration associated with pipe installation, milling and resurfacing of about 1,843 SY, replacement of 500 SY of concrete sidewalks and driveways, and restoration of approximately 140 SY of sod.

Bonded: Y, Contract Days: 270, On Time: Y
Contact: Juan Gonzalez – 305.608.9702
Contract Amount: $950,000.00
Prime: Pabon Engineering, Inc.

2025-002 – NW 27th Street Drainage Improvements
City of Margate – 102 Rock Island Road Margate, FL 33063
Engineer: Chen Moore & Associates
Project Status: Completed July 2025

Bonded: Y, Contract Days: 90, On Time: Y
Contact: Jessica Diaz – 954.730.0707
Contract Amount: $450,000.00
Prime: Pabon Engineering, Inc.

The construction and installation of drainage structures 660 LF of 18-inch French drainpipe; 70 LF of 15-inch pipe culvert; (7) 48-inch catch basins. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 100 SY. Remove and replace 230 SY of concrete sidewalk/driveways. Restoring 750 SY of sod.

23-B-11-116F – Meadows & Dells Drainage Improvements, Phase B & C **Bonded: Y, Contract Days: 302, On Time: Y**
City of Coral Springs – 9500 W. Sample Rd – Coral Springs, FL 33065 **Contact: Najla Zerrouki – 954.345.2188**
Engineer: Botek Thurlow Engineering, Inc. **Contract Amount: $1,629,989.00**
Project Status: Completed March 2024 **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 **Bonded: Y Contract Days: 300, On Time: Y**
Miami Dade Public Works **Contact: Licet Izquierdo – 305.375.2648**
Engineer: DTPW – 111 NW 1 Street Miami FL 33128 **Contract Amount: $ 888,585.00**
Project Status: Completed January 2025 **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 **Bonded: Y, Contract Days: 240, On Time: Y**
Miami Dade Public Works **Contact: Licet Izquierdo – 305.375.2648**
Engineer: DTPW – 111 NW 1 Street Miami FL 33128 **Contract Amount: $695,000**
Project Status: Completed April 2024 **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 **Bonded: Y, Contract Days: 210, On Time: Y**
Miami Dade Public Works **Contact: Felipe Monteagudo – 305.375.2111**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 **Contract Amount: $535,491.00**
Project Status: Completed February 2023 **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 **Bonded: Y, Contract Days: 317, On Time: Y**
Miami Dade Public Works **Contact: Juan Gonzalez – 305.608.9702**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 **Contract Amount: $877,090.00**
Project Status: Completed April 2022 **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 **Bonded: Y, Contract Days: 270, On Time: Y**
Miami Dade Public Works **Contact: Osvaldo Montero – 786.473.0125**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 **Contract Amount: $535,737.00**
Project Status: Completed January 2022 **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
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Completed October 2020
Bonded: Y, Contract Days: 365, On Time: Y
Contact: Juan Gonzalez – 305.608.9702
Contract Amount: $824,870.00
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
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Project Status: Completed August 2021
Bonded: Y, Contract Days: 270, On Time: Y
Contact: Paul Castell – 786.552.4413
Contract Amount: $1,211,148.00
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
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Completed December 2018
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Alfonso E. Duarte Jr. – 305.375.2392
Contract Amount: $540,511.00
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
Miami Dade Public Works
Project Status: Completed November 2017
Prime: American Builders Master Corp.
Contact: Javier Borges – 305.375.4317
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.)
Florida Department of Transportation
Project Status: Completed November 2019
Prime: UAG Construction
Contact: Andy Diaz – 305.504.9937
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.)
Florida Department of Transportation
Project Status: Completed June 2019
Prime: Acosta Tractors
Contact: Ernie Diaz – 305.804.8731
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

General Contracting Services-Various Utilities & Streets Projects
City of Coral Springs – 9500 W. Sample Rd. – Coral Springs, FL 33065
Project Status: Ongoing
Bonded: Y
Contact: Miguel Machuca – 954.344.1101
Upgrade of Pump Station 14-C at 4100 NW 79 Ave. Emergency Force Main Valve Replacement for LS 20-B. Upgrade Pump Station 18B at 4375 NW 120 Ave. Lift Station 19A car accident damage at 12190 NW 33 St.

RPQ T2605 – Upgrade of Sewage Pump Station No. 1201
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Project Status: Completed August 2021
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Kevin Keane – 786.446.7450
Contract Amount: $1,126,445.00
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.

MISCELLANEOUS CIVIL PROJECTS

General Contracting Services-Various Utilities & Streets Projects — **Bonded: Y**
City of Coral Springs – 9500 W. Sample Rd. – Coral Springs, FL 33065 — **Contact: Miguel Machuca – 954.344.1101**
Project Status: Ongoing
4477 NW 88th Ter, 4915 NW 85th Road saw cutting & removal of existing valley gutter. Manhole Repair Sample Rd D.O.T. project @ 8605. Upgrade of Pump Station 14-C at 4100 NW 79 Ave. Emergency Force Main Valve Replacement for LS 20-B. Upgrade Pump Station 18B at 4375 NW 120 Ave. Lift Station 19A car accident damage at 12190 NW 33 St

EC234194 – Emergency Haulover – ADA Parking Lot — **Bonded: N, Contract Days – 365, On Time: Y**
Miami Dade Parks, Recreation and Open Spaces Department — **Contact: David Leyva – 305.596.4460**
10800 Collins Avenue – Miami Beach, FL — **Contract Amount – 188,163.00**
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.

C233133 Haulover Skate Park and Pump Track Sodding — **Bonded: N, Contract Days –XXX On Time: Y**
Miami Dade Parks, Recreation and Open Spaces Department — **Contact: David Leyva – 305.596.4460**
10800 Collins Avenue – Miami Beach, FL — **Contract Amount – 149,625.00**
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.

T2638 – One Year WASD Pavement Restoration Project B 2020 Year — **Bonded: Y, Contract Days-365, On Time: Y**
Miami Dade Water & Sewer– 3071 SW 38 Ave, Miami, FL 33416 — **Contact: Mayra Espinosa – 786.268.5044**
Project Status: Completed August 2021 — **Contract Amount: $1,534,095.00**
Asphaltic patching repairs: performing asphaltic concrete repairs including milling and resurfacing; saw cutting; removal of existing asphalt; disposal of debris; reworking base; compaction; leveling to match existing pavement; marking restoration of permanent thermoplastic pavement striping; restoration of reflective pavement markers; maintenance of traffic; traffic control; adjusting manhole and valve boxes.

C2020WWEP – West Perrine Park – Asphalt and Concrete Repair — **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 October 2020 — **Contract Amount: $62,093.00**
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.

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
City of Miami
Project Status: Completed November 2017
Prime: RPF Emergency Services, LLC.
Contact: Jean Lisenba – 251.406.0936
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
Project Status: Completed September 2017
Contact: Alvaro Castro – 305.375.2796
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
3460 SW 8th Street - Miami, FL
Project Status: Completed June 2017
Prime: Wolverine Engineering
Contact: Everett Bieber – 954.931.9653
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
12000 SW 8th Street – Miami, FL
Project Status: Completed June 2016
Prime: Candas Construction
Contact: Rafael Gutierrez – 305.799.3030
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
Project Status: Completed 2009
Contact: Jamie Prosper – 786.281.0111
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
Project Status: Completed 2016
Contact: Carlos Lopez – 786.746.1068
Contract Amount: $810,000.00
Replacement of 8" ACP force main.

T2127 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416
Project Status: Completed 2016
Contact: Carlos Baro – 786.268.5179
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
Project Status: Completed 2016
Contact: Alexis Valdes – 786.299.9008
Contract Amount: $860,000.00
Installation of 24" ductile iron force main.

T2090 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416
Project Status: Completed 2016
Contact: Raul Caballero – 786.268.2166
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
Project Status: Completed 2016
Contact: Warren Howard – 954.300.6479
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.

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 Chevrplet 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

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: [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

* 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

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 of 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: 10569388
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:

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 -75
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
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

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $296,032.00

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

MIAMI-DADE COUNTY

miamidade.gov

Water and Sewer
PO Box 330316 • 3575 S. Lejeune Road
Miami, Florida 33233-0316
T 305-665-7471

To Whom It May Concern;

As the construction manager at the Miami Dade Water and Sewer Department, I have had the pleasure of working with Anibal Pabon and Pabon Engineering through various different water and sewer projects for our Department. Anibal and his company have the ability to perform great work while providing innovative ideas along the way. They provide quality work that looks good and most importantly work that lasts.

Through the construction process Pabon stayed on schedule to meet the deadlines they promised. Anibal kept us informed how we were doing through the whole process including on deadlines, budgets, and any issues that were arising. When issues arose, Anibal came with solutions.

Once the construction process was completed, Anibal followed back with us to make sure we were happy with the final product. When we presented him with a few issues, Anibal quickly addressed these issues in a timely manner. I would recommend Anibal Pabon and Pabon Engineering as a contractor for any of your projects you may have.
Please do not hesitate to contact me, if you have any questions regarding this recommendation.

Alexis Valdes
Construction Manager
Miami Dade Water and Sewer Department

METRO EQUIPMENT SERVICE, INC.

October 25, 2016

To whom it may concern,

I am writing this letter to recommend Pabon Engineering for the excellent work that they have previously provided as an underground utility contractor. Pabon Engineering has very knowledgeable employees and superintendents who work respectfully and professionally. Pabon Engineering had provided very detailed and accurate sequence of construction. Pabon Engineering has been very time conscientious and very creative in finding insightful ideas that have enabled the projects to be completed timely and within budget.

The owner of Pabon Engineering, Mr. Anibal Pabon, has always been very hands on with all his projects. He excels in the office and has over twenty years of field experience in underground utility industry. His field experience has included working as a laborer, as a pipe layer, as an operator and as a superintendent. Mr. Pabon has worked and completed projects spanning from the lower Florida Keys to Central Florida. Mr. Pabon knows what it takes to complete any job from start to finish. Lastly, Mr. Pabon's knowledge and reputation is nothing short of excellent within the industry. It has always been a pleasure to work with Mr. Pabon to complete any project and I eagerly look forward to the next project.

With great confidence I am pleased to recommend Pabon Engineering and Mr. Anibal Pabon as a responsible and excellent underground utility contractor.

Sincerely,

Alejandro Balsinde
Project Manager

9415 SW 72 Street • Suite 131 • Miami, FL 33173 • Phone (305) 740-3303 • Fax (305) 740-3305

Mr. Favole,

Many thanks to you and your amazing team for doing this in record time. Both Sergeant Frieder and I are in agreement that your team has been the most competent and professional group that we have ever worked with in our careers. Have a wonderful weekend.

Bryan Pegues
Chief
Aventura Police Department
19200 West Country Club Drive
Aventura, FL 33180
305-466-8995
FBI NA Session 243
Southern Police Institute CODC 70

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- [ ] Inactive Registration
- [x] ID Assigned
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Expiration Date

FSD Number

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page 1 of 1

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Sort by Expiration Date Ascending

PABON ENGINEERING ID Assigned

View More

Unique Entity ID:
NS95MVFK6NG3

Doing Business As:
(blank)

Physical Address:
13028 SW 128TH ST.
MIAMI, FL 33186-5880
USA

Expiration Date
(blank)

ALTER
SURETY GROUP
www.altersurety.com

April 23, 2026

RE:PABON ENGINEERING, INC.
13028 SW 128TH ST.,
Miami, FL 33186

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Pabon Engineering, Inc. Their surety is Cincinnati Insurance Company, which carries an A.M. Best Rating of A+ XV (Excellent) and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single size jobs in the $20,000,000 range and $50,000,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

Pabon Engineering, is an excellent contractor and we hold them in the utmost highest regard. Over the years, we have issued numerous bonds, all of which have been completed to great satisfaction. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. We assume no liability to the Obligee or its affiliates if for any reason we do not execute such bonds.

Sincerely,

Jonathan Bursevich
Attorney-In-Fact

The Cincinnati Insurance Company
CINCINNATI, OHIO

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

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. [illegible]

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 23rd day of April, 2026

Steven D. Dan

Secretary

BN-1005 (3/17)

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 – 786.236.5325
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
Prime: Wolverine Engineering
Contact: Everett Bieber – 954.931.9653
Project Status: Completed June 2017
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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2025

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
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Monroe Guaranty Insurance Company	32506
INSURER B: Bderfield Insurance Company	10993
INSURER C: FCCI Insurance Company	10178
INSURER D: Westchester Surplus Lines Ins. Co.	
INSURER E:	
INSURER F:	
INSURED Pabon Engineering, Inc. 13028 SW 128th Street Miami FL 33186	

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:			GL1001027B200	07/21/2025	07/21/2026	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 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA10010279000	07/21/2025	07/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UMB10010279700	07/21/2025	07/21/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0100102796O0	07/21/2025	07/21/2026	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
D	Pollution			G72503673 005	01/08/2025	01/08/2026	General Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For information purposes only

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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Employment Eligibility Verification Tutorial

Knowledge Test Results



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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.



Phoenix Concrete Plus, Inc.
8900 SW 117th Ave, Suite B-205
Miami, FL 33186
Phone: (786) 443-1016
Email: phoenixconcreteplus@gmail.com

Date: June 8, 2026

Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Subject: Bid Submission –BID#: PBP and CRP –Replacement of Designated Areas of Asphalt Walking Trails (No. 2026-12-012)

To Whom It May Concern,

Phoenix Concrete Plus, Inc. is pleased to submit our bid in response to BID#: PBP and CRP –Replacement of Designated Areas of Asphalt Walking Trails (No. 2026-12-012) for the Village of Palmetto Bay.

As a licensed and insured contractor with over 14 years of experience in asphalt construction, we bring the tools, expertise, and workforce to handle this scope of work with efficiency and precision. Our team is experienced in replacing and resurfacing pedestrian asphalt trails, with a focus on quality craftsmanship, site safety, and minimizing community disruption.

Enclosed you will find our complete bid package, including pricing, references, and required documentation. Should you need any additional details or clarification, we are available and ready to assist.

We appreciate the opportunity to be considered and look forward to potentially partnering with the Village on this project.

Sincerely,

Phoenix Concrete Plus

Joseph Perez Jr.

Phoenix Concrete Plus Inc.

President

Cell: 786-443-1016 & 786-389-6093

Website: www.phoenixconcreteplus.com

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
PHOENIX CONCRETE PLUS, INC.

Filing Information

Document Number	P11000003996
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State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/12/2019

Principal Address

8900 SW 117th AVE
Suite #B-205
MIAMI, FL 33186

Changed: 04/28/2022

Mailing Address

8900 SW 117th AVE
Suite #B-205
MIAMI, FL 33186

Changed: 04/07/2023

Registered Agent Name & Address

Perez, Joseph, Sr.
8900 SW 117th AVE
Suite #B-205
MIAMI, FL 33186

Name Changed: 10/15/2020

Address Changed: 04/07/2023

Officer/Director Detail

Name & Address

Title VicePresident, VP

PEREZ, JOSEPH, Sr.
7510 SW 135TH AVE
MIAMI, FL 33183

Title Treasurer

PEREZ, YORMAN
7510 SW 135TH AVE
MIAMI, FL 33183

Title President

Perez, Joseph Alberto, Jr.
7510 SW 135th
Miami, FL 33183

Title Officer

Perez, Jason M
7510 SW 135TH AVE
MIAMI, FL 33183

Title PROJECT EJECUTIVE OFFICER

Perez, Jheremy Jose
7510 SW 135TH AVE
MIAMI, FL 33183

Annual Reports

Report Year	Filed Date
2023	04/07/2023
2024	03/07/2024
2025	03/26/2025

Document Images

03/26/2025 -- ANNUAL REPORT	View image in PDF format
03/07/2024 -- ANNUAL REPORT	View image in PDF format
04/07/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
10/15/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
12/11/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
10/12/2019 -- REINSTATEMENT	View image in PDF format
04/28/2018 -- ANNUAL REPORT	View image in PDF format
02/25/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
06/01/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

PhoeniX
CONCRETE PLUS

8900 SW 117TH AVE. SUITE # B-205 MIAMI FL, 33186
(786) 443-1016 & (786) 375-0878

Contractor's Home Office Organizational Chart

1. **Executive Leadership**
   - **President/ CEO** – *Joseph Perez Jr (Officer)*
2. **Administrative & Operations Support**
   - **Office Manager** - *Madeline Noda*
   - **Executive Assistant / Administrative Assistant** – *Jianette Navarro*
3. **Estimating & Preconstruction**
   - **Estimator** - *Toky Lambo*
4. **Project Management**
   - **Director of Project Management** - *Joseph Perez Jr*
5. **Finance & Accounting**
   - **Controller / CFO** - *Yorman Perez (Officer)*
   - **Accounts Payable/Receivable Clerks** - *Aileen Hernandez*
6. **Safety & Compliance**
   - **Safety Director / Safety Coordinator** - *Yorman Perez*

PhoeniX
CONCRETE PLUS

8900 SW 117TH AVE. SUITE # B-205 MIAMI FL, 33186
(786) 443-1016 & (786) 375-0878

Statement Regarding Legal and Contractual History

Phoenix Concrete Plus Inc. hereby affirms that:

a) No bankruptcy petitions have been filed by or against the company or any of its predecessor organizations.
b) The company has not been involved in any arbitration or civil or criminal proceedings.
c) The company has not been suspended or debarred from bidding by any public agency within the last five (5) years.

As such, none of the items listed in Section 5 are applicable to Phoenix Concrete Plus Inc.

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 64,671.74
Total Bid Amount (in words) sixty-four thousand six hundred seventy one dollars & seventy four cents
Total Sq Ft 6559 Unit Cost Per Sq Ft $9.86

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 134,249.44
Total Bid Amount (in words) one hundred thirty four thousand two hundred forty-nine dollars & forty four cents
Total Sq Ft 19,513 Unit Cost Per Sq Ft $6.88

Grand Total Bid Amount.....$ 198,921.18

Grand Total Bid Amount (in words): one hundred ninety eight thousand nine hundred twenty-one dollars & eighteen cents

Signature of Official:
Name: Joseph Perez
Title: President / CEO
Company: Phoenix Concrete Plus Inc.
Date: 6/9/26

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): JOSEPH A. PEREZ

Title: PRESIDENT

Company: PHOENIX Concrete Plus, INC.

Date: 06/08/2026

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

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-DADE COUNTY, FLORIDA

Capital Improvements Information System

Public Housing and Community Development

Contractor Evaluation

MCC Contract: HD 87916
Contractor: PHOENIX CONCRETE PLUS, INC.
Department Contact: Anaely Rodriquez 305-606-6486
Site Project Name: Emergency Parking Lot Repairs
Site Location: Palmetto Gardens 16850 NW 55 AVE

Evaluation Type: Standard Evaluation
FEIN: 274660292
Award Amount: $79,562.75

Evaluator ID: asaez Date: 8/21/2024 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: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

ANAELY RODRIGUEZ at Phone# 305-606-6486

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Anaely Rodriquez Reviewer Signature: A. Rodriguez

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:

Public Housing and Community Development
701 NW 1ST CT,
16th
Miami, FL 33136
305-606-6486

miamidade.gov

MIAMI-DADE COUNTY
Daniella Levine Cava, Mayor

June 8, 2024

Joseph A Perez Jr
PHOENIX CONCRETE PLUS, INC.
7510 SW 135th Ave
Miami, FL 33183

Public Housing and Community Development (PHCD)

CERTIFIED MAIL No:
TELEPHONE: (786) 443-1016

Re: Recommendation for Award for MCC 7360 Plan - RPQ NO: 87916
Emergency Parking Lot Repairs Palmetto Gardens Site 160
16850 NW 55th Ave Miami FL 33055

Dear Joseph A Perez Jr:

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County and Implementing Order 3-21, this letter serves to notify you and all bidders on this solicitation that your firm has been recommended for award of the referenced Request for Price Quotation (RPQ) based on the bid submitted on Saturday, June 8, 2024. Pursuant to the referenced legislation, the three (3) day protest period shall commence upon the posting of this recommendation to award. This contract award will be effective only in accordance with the conditions of the solicitation, which requires execution by both parties of the Notice to Proceed (NTP).

The value at award is $79,562.75. The contract term is 10 calendar days. The award is contingent upon the submission and approval of Insurance Certificates listing the required coverage for General Liability, Auto Liability (Owned, Non-owned and Hired Vehicles) and Workers Compensation as required by Florida Statue Chapter 440. Additional documents may be required as listed below:

Emergency Parking Lot Repairs Palmetto Gardens Site 160

The preceding Documents are required as outlined within the RPQ project specification. They must be submitted to the Public Housing and Community Development within 10 business days of receipt of this letter. In the event additional insurance is required, it also must be submitted within 10 business days. Failure to submit the documents within the specified time frame, or an extension approved by the County, will result in the award being rescinded.

Subsequent to the review and approval of the referenced documents, you are required to obtain the necessary permits in the time frame stipulated in the RPQ. Upon obtaining the permit(s), copies must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit (if applicable). Following receipt of the permit(s), the Project Manager may schedule a pre-construction conference and issue a Notice to Proceed authorizing the performance of the work.

This letter shall also serve as a reminder that all work must be performed in accordance with the scope of work and contract terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations. Should you have any questions please contact Anaely Rodriquez, Project Manager, at 305-606-6486.

Sincerely,

Anaely Rodriquez
Site Manager

CC: Clerk of the Board

MIAMI-DADE COUNTY
Daniella Levine Cava
Mayor

Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, FL 33136-3914
T 786-469-4100 • F 786-469-4199
miamidade.gov

February 19, 2025

Letter of Recommendation

To Whom It May Concern,

I am pleased to provide this reference for **Phoenix Concrete Plus Inc.**, a company that has consistently demonstrated professionalism, expertise and exceptional quality in completing a variety of repair projects across multiple Public Housing Developments.

Phoenix Concrete Plus has successfully handled a range of repair projects, including parking lot repairs, building erosion remediation, and other essential structural improvements. Their attention to detail, efficiency, and commitment to delivering durable, high-quality work have made a significant impact on our developments.

Moreover, their staff is knowledgeable, reliable, and consistently maintains clear communication while demonstrating a strong commitment to meeting project deadlines. Their dedication to excellence and problem-solving approach has made them a trusted partner in ensuring the integrity and safety of our properties.

Based on my experience working with Phoenix Concrete Plus, I highly recommend them for any concrete repair or construction-related projects. If you require any further information, please feel free to contact me at 786-469-4113 (Office), 305-606-6486 (Cell) or by email at anaely.rodriguez@miamidade.gov.

Sincerely,

Anaely Rodriguez
Regional Coordinator

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Transportation and Public Works

Contractor Evaluation

MCC Contract: MT 20210253
Contractor: PHOENIX CONCRETE PLUS, INC.
Department Contact: Valaree Gough
Site Project Name: Intersection Improvements - Multiple Sites
Site Location: Multiple of Site Locations

Evaluation Type: Standard Evaluation
FEIN: 274660292
Award Amount: $1,530,772.00

Evaluator ID: E327060 Date: 5/31/2023 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: 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: Phoenix Concrete Plus, 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

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2730
Contractor: PHOENIX CONCRETE PLUS, INC.
Department Contact: Marcos A. Caines 786-552-4367
Site Project Name:
Site Location:

Evaluation Type: Standard Evaluation
FEIN: 274660292
Award Amount: $302,200.00

Evaluator ID: rstebb Date: 5/3/2023 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:

Marcos Caines at Phone# 305-552-4367

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Robert Stebbins Jr., 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: Joseph Perez Jr.

* 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

K.S SP

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): JOSEPH A. PEREZ

Title: PRESIDENT

Company: Phoenix Concrete Plus Inc.

Date: 06/08/2026

NON-COLLUSIVE AFFIDAVIT

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

JOSEPH A. PEREZ being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Phoenix Concrete Plus 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): JOSEPH A. PEREZ

Title: PRESIDENT

Company: Phoenix Concrete Plus Inc.

Date: 06/08/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was ✓ is personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 2026
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 JOSEPH A. PEREZ

For Phoenix Concrete Plus Inc.

Whose business address is: 8900 SW 117th Ave Suite # B-205, Miami, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-4660292

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.

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): Joseph Perez

Title: President

Company: Phoenix Concrete Plus Inc.

Date: 6/9/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was is ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 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: Joseph Perez President/CEO
(print individual's name and title)

for: Phoenix Concrete Plus, Inc.
(print name of entity submitting sworn statement)

whose business address is: 8900 SW 117th Ave, Suite B205, Miami, FL

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-4660292

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.

Signature of Official: _____

Name (typed): Joseph Perez

Title: President

Company: Phoenix Concrete Plus Inc

Date: 6/9/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was is ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 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, JOSEPH A. PEREZ 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:

27-4660292

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

Phoenix Concrete Plus Inc.

Name of Entity, Individual, Partners or Corporation

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

8900 SW 117th Ave Suite # B-205, 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
JOSEPH A. PEREZ	8900 SW 117th Ave Suite # B-205	40 %
JOSEPH PEREZ	8900 SW 117th Ave Suite # B-205	18 %
YORMAN PEREZ	8900 SW 117th Ave Suite # B-205	26 %

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): JOSEPH A. PEREZ

Title: PRESIDENT

Company: Phoenix Concrete Plus Inc.

Date: 06/08/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was is ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Phoenix Concrete Plus, 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# 2026-12-012, 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): Joseph Perez

Title: President

Company: Phoenix Concrete Plus Inc.

Date: 6/9/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was is ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 2026
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 Phoenix Concrete Plus 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): Joseph Perez

Title: President

Company: Phoenix Concrete Plus INC.

Date: 6/9/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was is ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 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 _____ 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): Joseph Perez

Title: President

Company: Phoenix Concrete Plus Inc.

Date: 6/9/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Joseph Perez (the individual attesting below), being duly authorized by and on behalf of Phoenix Concrete Plus TX. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 6th day of June, 2026.

Signature of Affiant

Print or Type Name: Joseph Perez

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 6 day of June, 2026, by Joseph Perez. He/She was is ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 6th day of June, 2026.
My Commission Expires: 12/7/26

Notary Public

NHCS – E-Verify 081815

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

An official website of the United States government Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name
Phoenix Concrete Plus

Company ID
1279499

Employer Identification Number (EIN)
274660292

DUNS Number
025588165

NAICS Code
238

Subsector
Specialty Trade Contractors

Doing Business As (DBA) Name

Enrollment Date
Mar 12, 2018

Unique Entity Identifier (UEI)

Total Number of Employees
10 to 19

Sector
Construction

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Hiring Sites

Physical Address

7510 SW 135th AVE
Miami, FL 33183

Mailing Address

Same as Physical Address

Edit Company Addresses

⚠ We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

Foreign Country of Concern Attestation

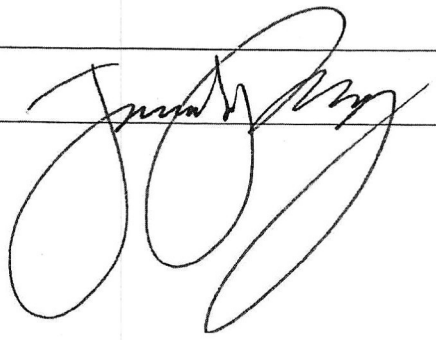
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

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: JOSEPH A. PEREZ

Title: PRESIDENT

Signature: 

Date: 06/08/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Phoenix Concrete Plus Inc. ("**Company**")

Vendor FEIN: 27-4660292

Address: 8900 SW 117th Ave Suite # B-205

City: MIAMI State: FL Zip: 33186

Phone number: 786-443-1016 Email Address: phoenixconcreteplus@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.

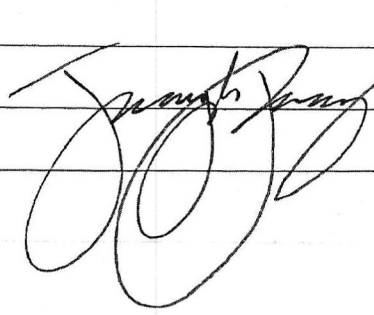
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: JOSEPH A. PEREZ

Title: PRESIDENT

Signature: 

Date: 06/08/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Phoenix Concrete Plus Inc.

Signature: _____ Title: President

STATE OF Florida)
) ss.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 9th day of June, 2026, by Joseph Perez. He/She was ✓ is personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

MADELINE NODA
Notary Public - State of Florida
Commission # HH 339356
My Comm. Expires Dec 7, 2026
Bonded through National Notary Assn.

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Phoenix Concrete Plus, INC.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
8900 SW 117th ave suite B-205

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI, FL 33186

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
2 7 – 4 6 6 0 2 9 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ J.P. Date ▶ 06/09/2026

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Phoenix Concrete Plus, Inc.

Date Addendum Received June 5th, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Joseph Perez

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. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Phoenix Concrete Plus, Inc.

Date Addendum Received June 8th, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Joseph Perez.

Signature

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Phoenix Concrete Plus, Inc (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Illinois is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Bid Proposal Submitted 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Phoenix Concrete Plus, Inc as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said RLI 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 11 day of June, 2026 and attested by its secretary, A.D., 2026.

ATTEST:

Phoenix Concrete Plus, Inc

By: _____ (Title)
(Principal) President

ATTEST:

RLI Insurance Company

By: _____
(Surety) Attorney-in-Fact & FL Res. Agent
Eduardo A. Menendez

(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

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angela Curtis, Audria R. Ward, Barbara J. Benton, Barbara Marrero, Brett Rosenhaus, Cathy Phan, Charles D. Nielson, Charles David Henry, Charles J. Nielson, Christian Collins, Connie L. Russell, Dale A. Belis, Danny Gann, Danny Rubin, David R. Hoover, Davor I. Mimica, Diane Lynn Schlabig, Eduardo A. Menendez, Edward M. Clark, Edward T. Ward, Erika L Fischerkeller, Gris Acosta, Jaime Morgan, Jessica Martin, Jarrett Merlucci, Jean Paul M. Ziccardi, John Hampton, Justin Vokus, jointly or severally

in the City of Leesburg, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 15th day of September, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 15th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARIAL SEAL STATE OF OHIO
JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11 day of June 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Christina Dean — Corporate Secretary

09G6777020212

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

SEALED BID
ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails

Bidding Company: Tequesta Construction Services Group Inc.
Name: Graciela Calveira
Ph: 305-793-4391
Email: Jordonez@tequestaconstruction.com

TEQUESTA CONSTRUCTION
SERVICES GROUP

7400 NW 7 ST SUITE 114 • MIAMI, FL 33126
PHONE: (305) 793-4391 ♣ FAX: (305) 265-2670

CERTIFIED GENERAL CONTRACTOR - LIC. No. CGC-1540633
CERTIFIED ROOFING CONTRACTOR - LIC No. CCC1337551

DATE: June 9th, 2026

INTRODUCTION LETTER & COMPANY INFORMATION AFFIDAVIT

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

PROJECT: ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails

Tequesta Construction Services Group Inc. is pleased to submit its bid for the PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails project.

Tequesta Construction Services Group Inc. is a Florida licensed and insured general contracting company with extensive experience performing public and private construction projects throughout South Florida. Our team is committed to providing quality workmanship, maintaining safe work practices, and completing projects on schedule and within budget.

We appreciate the opportunity to be considered for this project and look forward to the possibility of working with the Village of Palmetto Bay. Should you have any questions regarding our submission, please contact us using the information provided below.

Primary Contact Information:

Company: Tequesta Construction Services Group Inc.
Address: 7400 NW 7th Street, Suite 114, Miami, FL 33126
Contact Person: Mileidys Vales, Operations Manager
Phone: 305-793-4391
Email: Jordonez@tequestaconstruction.com

Respectfully,

TEQUESTA CONSTRUCTION SERVICES GROUP INC.

Graciela Calveira
President.

TEQUESTA CONSTRUCTION
SERVICES GROUP

7400 NW 7 ST SUITE 114 • MIAMI, FL 33126
PHONE: (305) 793-4391 ♣ FAX: (305) 265-2670

CERTIFIED GENERAL CONTRACTOR - LIC. No. CGC-1540633
CERTIFIED ROOFING CONTRACTOR - LIC No. CCC1337551

DATE: June 9th, 2026

Years in Business Affidavit

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

PROJECT: ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails
RE: Years in Business

Company: Tequesta Construction Services Group Inc.

Tequesta Construction Services Group Inc. has been providing construction services in South Florida since 2006 and has extensive experience performing public and private construction projects throughout the region.

Years in Business: 20 years.

Respectfully,

TEQUESTA CONSTRUCTION SERVICES GROUP INC.

Graciela Calveira
President.

TEQUESTA CONSTRUCTION
SERVICES GROUP

7400 NW 7 ST SUITE 114 • MIAMI, FL 33126
PHONE: (305) 793-4391 ♣ FAX: (305) 265-2670

CERTIFIED GENERAL CONTRACTOR - LIC. No. CGC-1540633
CERTIFIED ROOFING CONTRACTOR - LIC No. CCC1337551

DATE: June 9th, 2026

Lead Team Information

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

RE: ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails

Name	Title	Responsibility
Graciela Calveira	President	Contract Administration and Executive Oversight
Mileidys Vales	Operations Manager	Project Coordination, Bid Administration, Contract Compliance, Project Documentation
Aldo Martinez	Foreman	Field Operations and Project Supervision

Respectfully,

TEQUESTA CONSTRUCTION SERVICES GROUP INC.

Graciela Calveira
President.

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 105,008.43
Total Bid Amount (in words) One Hundred Five Thousand Eight Dollars and Forty-Three Cents
Total Sq Ft 5,963 Unit Cost Per Sq Ft 17.61

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 180,030.00
Total Bid Amount (in words) One Hundred Eighty Thousand Thirty Dollars and Zero Cents
Total Sq Ft 10,200 Unit Cost Per Sq Ft 17.65

Grand Total Bid Amount.....$ 285,038.43

Grand Total Bid Amount (in words): Two Hundred Eighty-Five Thousand Thirty-Eight Dollars and Forty-Three Cents

Signature of Official:
Name: Graciela Calveira
Title: President
Company: Tequesta Construction Services Group Inc
Date: 06/09/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

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		

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____ AFFIDAVIT ATTACHED _____

Initial Value of Contract: _____ Final Value of Contract: _____

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): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Graciela Calveira being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Tequesta Construction Services 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): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** √ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was √ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

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 Graciela Calveira

For Tequesta Construction Services Group Inc

Whose business address is: 7400 NW 7th ST STE 114 Miami, FL 33126

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5020171

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): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

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: Graciela Calveira (President)

(print individual's name and title)

for: Tequesta Construction Services Group Inc

(print name of entity submitting sworn statement)

whose business address is: 7400 NW 7th ST STE 114 Miami, FL 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5020171

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.

Signature of Official: 

Name (typed): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

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, Graciela Calveira 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:

20-5020171
Federal Employer Identification Number (If none, Social Security Number)

Tequesta Construction Services Group Inc
Name of Entity, Individual, Partners or Corporation

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

7400 NW 7th ST STE 114 Miami, FL 33126
Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Graciela Calveira	7400 NW 7th ST STE 114 Miami, FL 33126	100 %
		%
		%

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

N/A

Signature of Official: _____

Name (typed): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

Continued Next Page

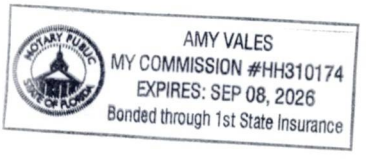
ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA



ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Tequesta Construction Services 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 PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails, ITB# 2026-12-012, 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): Graciela Calveira

Title: Preisdent

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

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): Graciela Calveira

Title: Preisdent

Company: Tequesta Construction Services Group Inc.

Date: 06/09/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

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 9, 2026 at Miami, Florida
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Graciela Calveira

Title: President

Company: Tequesta Construction Services Group Inc

Date: 06/09/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Graciela Calveira (the individual attesting below), being duly authorized by and on behalf of Tequesta Construction Services Group Inc (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 9th day of June, 20 26.

Signature of Affiant

Print or Type Name: Graciela Calveira

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 9th day of June, 2026.

My Commission Expires: Sep 08, 2026

Amy Vales

Notary Public

NHCS – E-Verify 081815

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

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: Graciela Calveira

Title: President

Signature: _____ Date: 06/09/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Tequesta Construction Services Group Inc. ("**Company**")

Vendor FEIN: 20-5020171

Address: 7400 NW 7th ST STE 114

City: Miami State: FL Zip: 33126

Phone number: 305-793-4391 Email Address: Jordonez@tequestaconstruction.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.

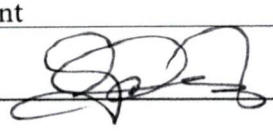
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Graciela Calveira

Title: President

Signature: 

Date: 06/09/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Tequesta Construction Services Group Inc

Signature: _____ Title: President

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 9th day of June, 2026, by Graciela Calveira. He/She was ✓ personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Amy Vales
NOTARY PUBLIC, STATE OF FLORIDA

AMY VALES
MY COMMISSION #HH310174
EXPIRES: SEP 08, 2026
Bonded through 1st State Insurance

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Tequesta Construction Services Group, Inc. (hereinafter called the Principal), and Frankenmuth Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Michigan 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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 Tequesta Construction Services Group, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Frankenmuth 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 10th day of June, 2026 and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

_____

Tequesta Construction Services Group, Inc.

By: _____(Title)

(~~Principal~~)

ATTEST:

As Per Attached Power of Attorney

_____

Doreen Shearin, Witness

Frankenmuth Insurance Company

By: _____

(Surety) Attorney-in-Fact

Warren M. Alter

FRANKENMUTH INSURANCE COMPANY CORPORATE SEAL 1868 MICHIGAN

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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz, Russell S. Stampler

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of May, 2025.

Frankenmuth Insurance Company

By _____

Andrew H. Knudsen
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15 day of May, 2025.

_____ (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

SUSAN L FRESORGER
Notary Public - State of Michigan
County of Saginaw
My Commission Expires Apr 3, 2028
Acting in the County of Saginaw

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 10th day of June, 2026.

(Seal)

_____

Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

ADDENDUM NO. 1

Date: June 5th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Should the Root Control System layer be installed along the entire trail or only in areas affected by tree roots?

Response: *Only in areas affected by tree roots.*

Question No. 2: Base and Subbase Depth: For the designated areas where root removal requires excavating down a minimum of 15 inches, what is the specific required depth and thickness of the new base/subbase layers prior to placing the 1.5-inch asphalt overlay?

Response: *Subbase Layer will 7 ½ inches thick and new Limerock Base will 6 inches.*

Question No. 3: Material Specification: The scope of work calls for "Limerock material". Can you confirm if this must strictly be FDOT-certified limerock, or is standard crushed stone suitable as the base material for these pathways?

Response: *FDOT – certified Limerock.*

Question No. 4: Does the Village have an engineer's estimate?

Response: *No.*

Question No. 5: Include sod restoration in total or a separate line item?

Response: *Include in total.*

Question No. 6: Will the Company have access to dump trucks and a staging area for machines?

Response: *Yes, there will be an area for staging.*

Question No. 7: Are there specific materials to be used for the project?

Response: *Please follow the scope of work and any specifications noted.*

Question No. 8: Has the area changed from the last time this ITB was bided?

Response: *No- However all bidders are responsible to schedule a walkthrough to confirm areas for repairs.*

Question No. 9: In reference to the total square ft listed on the bid form. Would this be an estimation provided by the bidder or does the Village have an exact amount to provide to the bidders?

Response: *Please reference page 15 of the ITB for the Village's estimate provided. Please note that the bidder is responsible for visiting and measuring the areas to provide accurate bids.*

Question No. 10: What is the budget on this project?

Response: *We do not have an identified budget amount for this project.*

Question No. 11: Please confirm that the surety must provide a one-year warranty included in both the Performance and Labor and Material Payment Bonds. The 5-year warranty on page 14 is not included in the Surety carrier's bonds. The 5-year warranty is strictly between the Village and the awarded contractor?

Response: *The five (5) year warranty is between the Village and the awarded contractor.*

Question No. 12: Is there retainage and what percentage on payments for this project?

Response: *The retainage for this project will be five (5) percent.*

Question No. 13: Does the Village have an anticipated start and completion dates? I don't see a time period for job and with $1000 per day liquidated damages we need to be sure the contractor is comfortable with the Village's expectation.

Response: *From NTP the contractor will have six (6) months to complete the project. After such time, liquidated damages will apply.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Tequesta Construction Services Group Inc

Date Addendum Received 06/05/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Graciela Calveira

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. 2

Date: June 8th, 2026

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. 2026-12-012
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 26th, 2026, and with a bid opening date of June 11th, 2026, with any amendments and/or additions noted below.

Question No. 1: Does the Village possess a current survey for this project?

Response: *While the Village has provided as much preliminary information as possible, all bidders must conduct their own independent survey to verify the final numbers. The bidder is responsible for physically measuring and confirming the exact total square footage for their final submittal.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor Tequesta Construction Services Group Inc

Date Addendum Received 06/08/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Graciela Calveira

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. 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.)

TEQUESTA CONSTRUCTION SERVICES GROUP INC

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

TEQUESTA CONSTRUCTION SERVICES GROUP INC

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

7400 NW 7th ST STE 114

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI FL 33126

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

2	0	-	5	0	2	0	1	7	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 for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 06/09/2026

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

TEQUESTA CONSTRUCTION
SERVICES GROUP

7400 NW 7 ST SUITE 114 • MIAMI, FL 33126
PHONE: (305) 793-4391 ♣ FAX: (305) 265-2670

CERTIFIED GENERAL CONTRACTOR - LIC. No. CGC-1540633
CERTIFIED ROOFING CONTRACTOR - LIC No. CCC1337551

DATE: June 9th, 2026

Affidavit

TO: Village of Palmetto Bay

Project: ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails
RE: Proof of Insurance

Please be advised that our Company Tequesta Construction Services Group Inc., a bidder on this project, will secure all the insurance required by the Village of Palmetto Bay in the event we are awarded the Bid.

Respectfully,

TEQUESTA CONSTRUCTION SERVICES GROUP INC.

Graciela Calveira
President.

TEQUESTA CONSTRUCTION
SERVICES GROUP

7400 NW 7 ST SUITE 114 • MIAMI, FL 33126
PHONE: (305) 793-4391 ♣ FAX: (305) 265-2670

CERTIFIED GENERAL CONTRACTOR - LIC. No. CGC-1540633
CERTIFIED ROOFING CONTRACTOR - LIC No. CCC1337551

DATE: June 9th, 2026

Affidavit

TO: Village of Palmetto Bay

Project: ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails
RE: References

Tequesta Construction Services Group Inc. acknowledges the request for references included in the bid documents.

Should Tequesta Construction Services Group Inc. be considered for award of this project, we will promptly provide references for similar projects performed by our company, including contact information and project details, upon request by the Village.

We appreciate your consideration and remain available to provide any additional information required during the evaluation process.

Respectfully,

TEQUESTA CONSTRUCTION SERVICES GROUP INC.

Graciela Calveira
President.

TEQUESTA CONSTRUCTION
SERVICES GROUP

7400 NW 7 ST SUITE 114 • MIAMI, FL 33126
PHONE: (305) 793-4391 ♣ FAX: (305) 265-2670

CERTIFIED GENERAL CONTRACTOR - LIC. No. CGC-1540633
CERTIFIED ROOFING CONTRACTOR - LIC No. CCC1337551

DATE: June 9th, 2026

AFFIDAVIT

TO: Village of Palmetto Bay

PROJECT TITLE: ITB No. 2026-12-012 – PBP and CRP Replacement of Designated Areas of Asphalt Walking Trails
RE: CURRENT CONTRACTS ON HAND

Tequesta Construction Services Group, Inc. is providing the attached Work in Progress (WIP) Schedule for informational purposes and to demonstrate the Company's current and ongoing governmental project workload.

Project Name	Owner	Total Contract Value	Contract Completion Date	% Completed to Date
Emergency Service to Restore Damaged Structures	Miami-Dade County	$194,500.00	08/2026	50%
FDOT Divers Room	Florida Department of Transportation (FDOT)	$159,000.00	09/2026	0%
South Broward Drainage District – S-2 Pump Station Roof Replacement Project	South Broward Drainage District	$185,000.00	09/2026	0%
FDOT Generator	Florida Department of Transportation (FDOT)	$219,890.00	10/2026	95%
Gerstein Justice Building	Miami-Dade County	$253,196.80	10/2026	95%
Loren Roberts Park	City of Florida City	$158,646.00	05/2026	98%

Respectfully,

TEQUESTA CONSTRUCTION SERVICES GROUP INC.

Graciela Calveira
President.

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

PEREZ, ROLDAN

TEQUESTA CONSTRUCTION SERVICES GROUP INC
7400 NW 7 ST #114
MIAMI FL 33126

LICENSE NUMBER: CGC1540633

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 04/21/2026

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.

1875

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

ITB NO.:

2026-12-012

DUE DATE:

Thursday, June 11th, 2026 on or before 11:00 a.m. EST (Municipal Building)

CONTRACTOR:

V&G CONSTRUCTION SOLUTIONS, CORP.

V&G Construction Solutions, Corp.
9183 SW 152 Path
Miami, Fl 33196

June 2, 2026

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

ITB No.: 2026-12-012

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

4.1:

BID FORM

PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Replacement of the Existing Asphalt Walkway Trails at Coral Reef Park:

Total Bid Amount..... $ 98,866.54
Total Bid Amount (in words) Ninety eight thousand eight hundred sixty six dollars and fifty four cents
Total Sq Ft 5,963.00 Unit Cost Per Sq Ft $16.58

Replacement of the Existing Asphalt Walkway Trails at Palmetto Bay Park:

Total Bid Amount..... $ 196,207.72
Total Bid Amount (in words) One hundred ninety six thousand two hundred seven dollars and seventy two cents
Total Sq Ft 11,834.00 Unit Cost Per Sq Ft $16.58

Grand Total Bid Amount.....$ 295,074.26

Grand Total Bid Amount (in words): Two hundred ninety five thousand 74 dollars and twenty six cents

Signature of Official:
Name: Guillermo Villanueva
Title: Vice President
Company: V&G Construction Solutions, Corp.
Date: 06/09/2026

The Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

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

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

BID BOND

V&G Construction

KNOW ALL MEN BY THESE PRESENTS, that we, Solutions, Corp (hereinafter called the Principal), and United States Fire * (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of DE 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** 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")
PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

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.

*Insurance Company

**of Amount Bid

V&G Construction

IN WITNESS WHEREOF, THE said Solutions, Corp., as "Principal" herein has caused these presents to be signed in its name, by its Vice President under its corporation seal, and the said United States Fire * as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 11th day of June, and attested by its Witness, A.D., 20 26.

ATTEST:

Maria V. Garcia

Maria V. Garcia | Secretary

V&G Construction Solutions, Corp.

By: _____(Title)

(Principal) Guillermo Villanueva | Vice President

ATTEST:

United States Fire Insurance Company

Migdiel Burgos, Witness

By: Sarah K O'Linn

(Surety) Attorney-in-Fact & FL Lic. Resident Agent

Sarah K. O'Linn, Inquiries: 407-786-7770

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

*Insurance Company

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00965

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:

Lisa A. Roseland, Susan L. Reich, Emily J. Golecki, Jeffrey W. Reich, Robert P. O'Linn, Teresa L. Durham, Sarah K. O'Linn, Kim E. Niv, Cheryl A. Foley, Sonja Harris

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 29th day of September, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 29th day of September, 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 11th day of June 20 26

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor V&G Construction Solutions, Cop.

Date Addendum Received 06/05/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Guillermo Villanueva

Signature

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-012

Title: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails

Name of Contractor V&G Construction Solutions, Cop.

Date Addendum Received 06/08/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Guillermo Villanueva

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 proposal 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 proposal, 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: Vice President

Company: V&G Construction Solutions, Corp.

Date: 06/09/2026

V&G will not utilize subcontractors on this contract

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: 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

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: PBP and CRP - Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: 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 on 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

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: PBP and CRP – Replacement of Designated Areas of Asphalt Walking Trails
Invitation to Bid No. 2026-12-012

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 Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: 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

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: 06/09/2026

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, 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): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 06/09/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, _____ or produced _____ as a form of identification.

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: V&G Construction Solutions, Corp.

Date: 06/09/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/She was ✓ personally known, — or produced — as a form of identification.

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 / Vice President
(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.

Signature of Official: 

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 06/09/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, _____ or produced _____ as a form of identification.

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

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
Marco Garcia	9183 SW 152 Path, Miami, FL 33196	45 %
Guillermo Villanueva	12845 SW 82 PL, Pinecrest, FL 33156	50 %
Maria Garcia	9183 SW 152 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:
NA

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 06/09/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, — or produced ——— as a form of identification.

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

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# 2026-12-012, 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 : _____ V&G will not utilize any subcontractors on this contract _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 06/09/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, — or produced _____ as a form of identification.

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 6/9/2026 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: V&G Construction Solutions, Corp.

Date: 06/09/2026

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 9th day of June, 2026.

Signature of Affiant

Print or Type Name: Guillermo Villanueva

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, ___ or produced _____ as a form of identification.

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Signed and sworn to (or affirmed) before me,
this the 9th day of June, 2026.
My Commission Expires: 4/2/2027

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

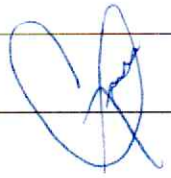
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

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: Guillermo Villanueva

Title: Vice President

Signature: 

Date: 06/09/2026

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 152 Path

City: Miami State: FL Zip: 33196

Phone number: 786-492-9796 Email Address: estimating@vgconsolutions.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.

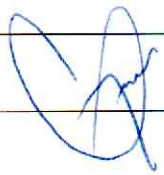
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: 06/09/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: V&G Construction Solutions, Corp.

Signature: _____ Title: Vice President

STATE OF Florida)
) ss.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ___ **online notarization**, this 9th day of June, 2026, by Guillermo Villanueva. He/~~She~~ was ✓ personally known, ___ or produced ___ as a form of identification.

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

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 152 Path

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33196

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
[redacted]

Employer identification number
8 5 - 2 8 9 8 2 1 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ 06/09/2026

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

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

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

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

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.

1908

Local Business Tax Receipt

Miami–Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

7322262

RECEIPT NO.
RENEWAL
7669857

BUSINESS NAME/LOCATION
V&G CONSTRUCTION
SOLUTUIONS CORP
9183 SW 152ND PATH
MIAMI, FL 33196-1262

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
V&G CONSTRUCTION SOLUTIONS CORP
C/O GUILLERMO VILLANUEVA
Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1532398

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/12/2025
PTBTE-25-301169

LBT

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 mdctaxcollector.gov

Local Business Tax Receipt

Miami–Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

7322262

RECEIPT NO.
RENEWAL
7613458

BUSINESS NAME/LOCATION
V&G CONSTRUCTION
SOLUTUIONS CORP
9183 SW 152ND PATH
MIAMI, FL 33196-1262

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
V&G CONSTRUCTION SOLUTIONS CORP
C/O GUILLERMO VILLANUEVA
Worker(s) 4

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E2000451

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/12/2025
PTBTE-25-301169

LBT

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 mdctaxcollector.gov

AGENDA ITEM NO. 12.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Javier Gonzalez, Community and Economic Development

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROFESSIONAL SERVICES; APPROVING A TASK ORDER UNDER THE VILLAGE'S GENERAL URBAN PLANNING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES INC. TO PERFORM A COMPREHENSIVE PARK AND MOBILITY IMPACT FEE STUDY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS ($79,920.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Planning and Zoning Director, Javier Gonzalez)*

SUGGESTED ACTION:

ATTACHMENTS:

Resolution Selecting Stantec for Park and Mobility Impact Fee Study.DOCX
Exhibit A - Impact Fee Study Proposal_Stantec.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; SELECTING STANTEC CONSULTING SERVICES INC. TO PERFORM A COMPREHENSIVE PARK AND MOBILITY IMPACT FEE STUDY; APPROVING A TASK ORDER UNDER THE VILLAGE'S GENERAL URBAN PLANNING SERVICES CONTRACT FOR THE STUDY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER TO THE CONSULTANT IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS ($79,920.00); AND PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Administration and Prepared by Planning and Zoning Director, Javier Gonzalez)*

WHEREAS, the Village of Palmetto Bay ("Village") Council previously established its impact fees by enacting Ordinance No. 2018-05 on May 7, 2018, which implemented Park Concurrency Impact Fees, and subsequently enacted Ordinance No. 2018-14 on November 5, 2018, which established Mobility Impact Fees based upon forty-five percent (45%) of the Miami-Dade County Road Impact Fee formula; and

WHEREAS, pursuant to Section 163.31801(4)(a), Florida Statutes, the calculation of impact fees must be based on a study utilizing the most recent and localized data available within four (4) years of an update, thereby requiring a comprehensive review and revision of the Village's existing 2018 impact fee structures to maintain full alignment with Florida law; and

WHEREAS, Stantec Consulting Services Inc. (the "Contractor") is an approved vendor within the Village's professional consultant pool under the Contract for Professional Consulting Services for General Urban Planning Services (the "Services"), originally executed on December 3, 2021; and

WHEREAS, the Contractor submitted a scope and fee proposal dated June 3, 2026, to perform the Services for a Park and Mobility Impact Fee Study (the "Study") in the amount of $79,920.00; and

WHEREAS, the Village Council finds that adoption of this resolution is in the best interest of the Village and its residents.

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 the Contractor to perform the Study is hereby approved in accordance with the scope and fee proposal set forth in the attached Exhibit "A."

Section 3. The Village Manager and/or his designee and the Village Attorney are authorized to issue a purchase order to the Contractor to perform the Services for the Study in an amount not to exceed seventy-nine thousand nine hundred twenty dollars ($79,920.00) consistent with the scope and fee proposal attached hereto as Exhibit "A."

Section 4. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Study.

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

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**

Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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 _____

Stantec Consulting Services Inc.
One Biscayne Tower, Suite 1670
2 South Biscayne Boulevard
Miami FL 33131-1804

June 3, 2026

Javier Gonzalez, AICP, CFM
Planning & Zoning Director, Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Park & Mobility Impact Fee Studies – Scope and Fee Proposal

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal for an Impact Fee Study to support the Village of Palmetto Bay (the Village) in investigating the Village's Park and Mobility Impact Fees and their consistency with localized data, and the development of legally defensible Park and Mobility Fee Systems. A project understanding and detailed scope of work is provided below for your review. After you've had an opportunity to review the proposed scope, we would welcome the opportunity to discuss in further detail and adjust as may be necessary to meet your current needs. This work is to be completed under the Village of Palmetto Bay Contract for Professional Consulting Services for General Urban Planning Services executed December 3, 2021.

SCOPE OF SERVICES

Project Understanding and Approach

When developing or updating an impact fee program, there are many variables to consider. Impact fees have both financial and regulatory implications for a community and the approach used for each category of impact fee must be determined after a thorough investigation of acceptable methodologies. Our job will be to fully understand your planning and growth management policies, prior impact fee studies, and current objectives to optimize an impact fee program.

Impact fees are charges which are assessed against new development to cover the cost of providing capital facilities needed to serve new development. Impact fees are the mechanism by which new growth can pay its way, minimizing the extent to which existing residents must bear the cost of new or expanded facilities which are necessary to serve new residents.

Florida's Growth Management legislation passed in 1985 enacted statutory guidelines which generally follow the rational nexus standard from case law. This rational nexus standard requires that impact fees must 1) bear a reasonable relationship to the benefit received by those who pay them, 2) must not exceed the proportional share of the cost of new facilities or services needed to serve new development and must include credits for contributions the development will make toward deferring that cost, and 3) must be earmarked and expended in such a way as to ensure that those paying the fees receive benefit from that payment.

In addition to endorsement of the rational nexus standard as discussed above, the 1985 Growth Management legislation instituted a statutory growth management framework that specifically ties local permitting activity to the provision of adequate infrastructure relative to defined level of service standards which must be in place concurrent with the impact of new development. The impact of this "concurrency requirement" is that level of service standards are no longer just a planning tool, but are now a permitting threshold measure.

Impact fees cannot be used or charged for existing deficiencies relative to accepted level of service standards. Therefore, impact fees can be only a partial solution to the funding source dilemma for capital facilities facing many local governments. There are a number of acceptable methods for calculating impact fees being utilized in Florida. However, each of these methods produce different results when it comes to 1) total revenue received by the Village, 2) who pays, 3) the program's potential effect on growth patterns within the Village, and 4) public acceptance of the program. Therefore, it is our philosophy that each client is unique and the impact fee program that we recommend must be specific to their needs by reflecting their financial, planning and growth management goals.

Our approach to the development and update of impact fees focuses upon "level of service" as the defining benchmark to distinguish between the benefit derived from capital expenditures by new growth versus the existing population. For services where level of service standards have been adopted in the Village's Comprehensive Plan, those standards are used as the benchmark. For services where a level of service standard has not been adopted, the existing level of service being provided serves as the benchmark. In such cases, to the extent that capital projects improve the current level of service, their costs cannot be included in impact fee calculations. Impact fee calculations will be limited to the costs of projects necessary to provide the current or adopted level of service to new residents.

The use of our interactive decisions support process and modeling tools allows for cost effective integration of your staff into the impact fee update process while substantially reducing the labor hours and calendar time which would otherwise be necessary. Most importantly, this process gives you a clear vision through graphical representations, as to the implications of alternative methods upon key financial indicators as well as the impact upon various types of development.

Upon determination with you and your staff of the final impact fee levels and basis of application, we will present the results to Village Management and Village Council. We will incorporate any adjustments to the analysis necessary based upon input from the Village Management and Village Council and prepare a draft report for your review and comment. We will incorporate any comments to deliver a Final Report and then assist in preparing the necessary information for the impact fee ordinances to reflect the fees and methodology.

Task 1: Review Relevant Data, Adopted Plans, and Future Development Projections

Stantec shall review relevant adopted plans, policies, and regulations to establish the planning context for the Park and Mobility fee programs. This review shall include, but not be limited to:

- Comprehensive Plans
- Parks Master Plan
- Long Range Transportation Plans (LRTP)
- Transportation Improvement Programs (TIP)
- Capital Improvement Programs (CIP)
- Land Development Code (LDC)
- Stantec shall identify applicable statutory requirements and ensure consistency with impact fee enabling legislation.

Future Development Projections and Growth Allocation
Using the Data Inventory & Analysis sections prepared by Stantec under the Village's 2035-2045 Comprehensive Plan as a starting point, Stantec will prepare projections of future growth within the study area based on adopted land use plans. This task shall quantify expected development by land use type, including residential, commercial, office, and mixed-use categories. Stantec will then allocate projected growth spatially throughout the study area in accordance with adopted land use designations, zoning, redevelopment potential, and market trends.

Task 2: Park Impact Fee Study

Stantec will develop and refine the Park impact fee model by first inputting key baseline data, including level of service standards, system capacity, population projections, capital improvement plan (CIP) information, fixed asset inventories, and other critical assumptions. Data related to capital costs recovered through grants, bonds, user fees, and/or taxes will also be incorporated to ensure appropriate impact fee credits are calculated and to avoid double recovery. Stantec will identify and input the number of equivalent residential units (ERUs) served by the CIP and existing assets and will complete the customization of the impact fee model to calculate a defensible impact fee rate per ERU.

Following development of preliminary results, Stantec will conduct an internal review with the project team and perform any necessary refinements to the model based on internal feedback. Stantec will then facilitate a virtual work session with Village staff to present and review the preliminary impact fee calculations, after which adjustments will be made to the model and a workbook summarizing results will be distributed. A second virtual work session will be conducted with Village staff to review the final impact fee calculations, and Stantec will incorporate any final revisions and provide an updated model workbook reflecting the agreed-upon results. Stantec will also draft park fee ordinance language and develop fee schedule tables.

Deliverables:

- Park Impact Fee Technical Report
- Draft Park Fee Ordinance Language and Fee Tables

Task 3: Mobility Impact Fee Study

Stantec will evaluate and determine the portion of each Mobility project attributable to future growth, distinguishing between existing system deficiencies and growth-related needs to ensure compliance with rational nexus and proportionality requirements. Building upon this foundation, Stantec will conduct a Person Miles of Travel (PMT) analysis using accepted methodologies, accounting for multimodal travel behavior, land use density and mix, mode share assumptions, and internal capture effects.

Stantec will also establish mobility fee land use categories and define the applicable units of measure, such as per dwelling unit or per 1,000 square feet. In addition, Stantec will define the structure of mobility fee assessment areas, which may consist of a single district or multiple subareas based on geographic, infrastructure, or economic considerations, and will provide supporting rationale for the recommended approach.

Stantec will calculate travel demand associated with each land use category, incorporating adjustments for mode split, internal capture, pass-by trips, and multimodal accessibility. Using this information, Stantec will develop mobility fee rates by land use category based on the cost of growth-related mobility improvements and projected travel demand. Stantec will prepare a nexus analysis that demonstrates the relationship between development impacts and the proposed mobility fee and will develop a legally defensible fee schedule supported by cost basis documentation, demand projections, and proportionality analysis.

Finally, Stantec will prepare a comprehensive Mobility Fee Technical Report that documents methodologies, assumptions, and findings. Stantec will also draft mobility fee ordinance language, develop fee schedule tables, and prepare administrative procedures addressing fee collection, credits, and ongoing updates to the mobility fee program.

Deliverables:

- Mobility Impact Fee Technical Report
- Draft Mobility Fee Ordinance Language and Fee Tables

Task 4: Council Adoption Support (Optional)

Upon request, Stantec will assist the Village in adoption of the Park and Mobility fee programs by virtually attending and presenting at one (1) Council adoption hearing, for which Stantec will prepare a Power Point presentation.

Reference: **Park & Mobility Impact Fee Studies**

COMPENSATION

Stantec shall perform the Work detailed in this Proposal for the fees outlined below. The Village shall not be liable for any professional consulting fee, or associated Stantec cost, expense or reimbursable expense in association with Stantec's professional consulting services beyond this amount if not agreed to in writing by the Village prior to the expenditure or the initiation of work for that expense.

Services	Fee Type	Fee Amount
Task 1 – Review Relevant Data, Adopted Plans, and Future Development Projections	Fixed	$5,630.00
Task 2 – Park Impact Fee Study	Fixed	$28,140.00
Task 3 – Mobility Impact Fee Study	Fixed	$40,990.00
Task 4 – Council Adoption Support (Optional)	Fixed	$4,660.00
Subtotal		**$79,420.00**
Reimbursable Expense	T/M	$500.00
Total		**$79,920.00**

Notes:

Fixed *These services shall be performed and invoiced on a Lump Sum/Fixed Fee Basis. Invoicing will be on a monthly basis based on percent complete, without documentation of actual hours spent.*

T/M *Time and Materials – These services shall be performed on a Time and materials (T/M) basis. The noted fee amounts shall not be exceeded without Client authorization. The exact level of effort for most/all of these tasks is difficult to estimate; if the required level of effort exceeds any of these estimates, Stantec will request Client approval to increase the estimated amount(s). T/M billings include hourly back up based upon agreed contract rates. Reimbursable costs will be billed as a T/M cost.*

SCHEDULE

Task	Production (Days to Complete Task)	Cumulative Schedule (Days from NTP)
1) Review Relevant Data, Adopted Plans, and Future Development Projections	2 weeks	2 weeks
2) Park Impact Fee Study	4 months	4.5 months
3) Mobility Impact Fee Study	4 months	4.5 months

CLOSURE

Stantec Consulting Services, Inc. appreciates the opportunity to submit this proposal. Fees stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc. Please contact me at (305) 482-8754 if you have any questions.

Reference: **Park & Mobility Impact Fee Studies**

Sincerely,

STANTEC CONSULTING SERVICES INC.

Perez-Alvarez, Nicholas

Digitally signed by Perez-Alvarez, Nicholas
DN: CN="Perez-Alvarez, Nicholas", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads
Date: 2026.06.03 13:41:42-04'00'

Nicholas Perez-Alvarez, AICP
Project Manager | Senior Planner

AGENDA ITEM NO. 12.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Missy Arocha, Village Council

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING SUPPORT FOR THE ECONOMIC DEVELOPMENT COUNCIL OF SOUTH MIAMI-DADE AND ITS 2026 SOUTH MIAMI-DADE COMPETITIVE ASSESSMENT; AUTHORIZING THE VILLAGE MANAGER TO COMMUNICATE THIS SUPPORT TO REGIONAL PARTNERS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

SUGGESTED ACTION:

ATTACHMENTS:
VPB EDC Support 2026.docx
EDC South Miami Dade Competitive Assesment Package final.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING SUPPORT FOR THE ECONOMIC DEVELOPMENT COUNCIL OF SOUTH MIAMI-DADE AND ITS 2026 SOUTH MIAMI-DADE COMPETITIVE ASSESSMENT; AUTHORIZING THE VILLAGE MANAGER TO COMMUNICATE THIS SUPPORT TO REGIONAL PARTNERS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village of Palmetto Bay is a charter municipality incorporated in 2002, committed to responsible governance, quality of life, fiscal sustainability, and collaborative regional partnerships in the interest of its residents; and

WHEREAS, the Economic Development Council of South Miami-Dade ("EDC") is a nonprofit organization serving as a connector between business, government, workforce, education, and community stakeholders across South Miami-Dade, providing a platform for strategic collaboration, industry engagement, business advocacy, and economic development implementation; and

WHEREAS, the Village of Palmetto Bay, along with other South Miami-Dade municipalities, has supported the EDC's mission to advocate for and advance quality economic development throughout the region, recognizing that issues of economic development, transportation, environment, and infrastructure affect both municipalities and unincorporated communities throughout South Miami-Dade; and

WHEREAS, the Village of Palmetto Bay does not maintain a standalone economic development department, and regional participation through the EDC affords the Village a vested stake in the identification, analysis, and treatment of issues that impact its residents and businesses; and

WHEREAS, the EDC, in partnership with Florida International University's Jorge M. Pérez Metropolitan Center, has produced the 2026 South Miami-Dade Competitive Assessment (the "Assessment"), a comprehensive, data-driven analysis of the region's economic strengths, opportunities, and challenges, prepared to guide the next phase of regional economic development strategic planning; and

WHEREAS, the Assessment confirms that South Miami-Dade is entering a critical period of economic transformation, with population growth of 7.3% since 2017 significantly outpacing Miami-Dade County overall (1.3%), and a labor force that has expanded by 13.2% during the same period, with South Miami-Dade's current labor force of 307,637 representing 22.7% of Miami-Dade County's total labor force; and

WHEREAS, the Assessment identifies a persistent and worsening worker spatial mismatch, wherein only 28.87% of employed South Miami-Dade residents—approximately 80,140 workers—are employed within South Miami-Dade, with the remaining 197,358 employed

residents commuting daily to jobs elsewhere in Miami-Dade County and beyond, generating chronic traffic congestion on U.S. 1 and the Florida Turnpike, contributing to housing affordability pressures, and diminishing the overall quality of life across the region, including within the Village of Palmetto Bay; and

WHEREAS, the Assessment further identifies aerospace manufacturing as one of the most significant regional economic opportunities, noting that Miami-Dade County's aerospace manufacturing sector has experienced 161% job growth since 2017, and that the 2024 designation of Homestead Air Reserve Base (HARB) and surrounding lands as Florida Spaceport Territories creates a generational platform for attracting aerospace, aviation, advanced manufacturing, maintenance, repair and overhaul, logistics, and defense-support investment to South Miami-Dade; and

WHEREAS, the Assessment establishes that South Miami-Dade's greatest economic challenge is no longer managing population growth—it is converting that growth into high-wage employment; the region already possesses the population base, labor force, land availability, and Spaceport designation necessary to attract major employers, and now requires coordinated leadership, targeted infrastructure investment, workforce development, and aggressive business recruitment to realize this potential; and

WHEREAS, the Assessment identifies eight strategic priorities to guide regional action, including: establishing a unified regional economic development coalition; accelerating aerospace and advanced manufacturing development; addressing the jobs-to-residents imbalance; building a future-ready workforce pipeline; investing in strategic infrastructure and site readiness; supporting small business growth and innovation; enhancing regional branding and marketing; and implementing data-driven economic development metrics; and

WHEREAS, transforming South Miami-Dade from a bedroom community serving the rest of Miami-Dade County into a regional employment center in its own right would produce direct and tangible benefits for the Village of Palmetto Bay, including reduced traffic congestion, improved regional transportation, greater housing affordability, enhanced fiscal resilience, and a stronger overall quality of life for Palmetto Bay residents; and

WHEREAS, success in achieving the vision outlined in the Assessment will require sustained coordination and unified leadership among South Miami-Dade local governments, continued public and private investment in infrastructure, workforce development aligned with targeted industry demand, and the disciplined, collaborative, and measurable pursuit of the EDC's strategic implementation agenda; and

WHEREAS, while each municipality may address regional challenges in ways consistent with the character and needs of its own community, all South Miami-Dade local governments share a common interest in collaborative examination of regional economic conditions and engagement in solutions that strengthen the region as a whole; and

WHEREAS, the Village Council finds that the adoption of this Resolution is in the best interests of the Village and its residents.

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

Section 1. Recitals. The above recitals are true and correct and incorporated as if set forth in full.

Section 2. Support for the EDC and the Competitive Assessment. The Village Council of the Village of Palmetto Bay hereby expresses its support for the Economic Development Council of South Miami-Dade and endorses the 2026 South Miami-Dade Competitive Assessment as a substantive, data-driven foundation for regional economic development strategic planning. The Village Council affirms that the EDC's mission, priorities, and implementation agenda reflect shared regional interests that align with the long-term prosperity and quality of life of Palmetto Bay residents.

Section 3. Regional Collaboration. The Village Council affirms its commitment to continued participation and collaboration with the EDC, neighboring municipalities, Miami-Dade County, educational institutions, workforce agencies, and private-sector partners in support of the coordinated regional leadership called for in the Assessment, and encourages the advancement of unified solutions to the region's jobs-housing imbalance, infrastructure needs, and workforce development requirements.

Section 4. Authorization to Village Manager. The Village Manager is hereby authorized and directed to transmit a certified copy of this Resolution to the Economic Development Council of South Miami-Dade, Miami-Dade County, and such other regional partners as the Village Manager deems appropriate, as an expression of the Village's support for the EDC's strategic priorities and commitment to regional economic collaboration.

Section 5. Repeal of Resolutions in Conflict. All resolutions or parts thereof in conflict are hereby repealed to the extent of such conflict.

Section 6. Severability. The provisions of this Resolution are declared to be severable, and if any sentence, section, clause, or phrase of this Resolution 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 Resolution, but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of _____, 2026.

Attest:

_____ _____

Missy Arocha Karyn Cunningham

Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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 _____

May 27, 2026

To South Miami-Dade's Public, Private, Education, and Community Partners:

South Miami-Dade is positioned to become one of Florida's most important long-term economic growth corridors and one of Miami-Dade County's most promising locations for HARB mission-compatible aerospace, aviation, advanced manufacturing, logistics, and defense-support investment. Your EDC has worked closely with FIU's Jorge Perez Metropolitan Center to provide critical data to share for the benefit of economic growth in our region.

The Competitive Assessment confirms that South Miami-Dade has entered a new stage of economic opportunity. The region's population growth, expanding workforce, available land, transportation access, infrastructure investment, and recent Spaceport Territory designation create a rare opportunity to move from planning to targeted implementation. The assessment also makes clear that South Miami-Dade can evolve from a primarily residential and service-oriented area into a stronger regional economic engine. That future will depend on the region's ability to attract and grow higher-wage industries, prepare industrial and commercial sites for investment, align workforce programs with employer demand, and coordinate public and private resources around a focused set of strategic priorities.

The Economic Development Council of South Miami-Dade (EDC) will play a critical role in helping to lead and coordinate this next phase of regional growth. As a connector between business, government, workforce, education, and community stakeholders, the EDC provides an important platform for strategic collaboration, industry engagement, business advocacy, and implementation support necessary to move these opportunities forward in a disciplined and measurable way.

Aerospace and aviation represent one of the most significant opportunities. Miami-Dade County's aerospace manufacturing sector has grown rapidly since 2017 and is now one of the county's fastest-growing advanced manufacturing sectors. South Miami-Dade's combination of Homestead Air Reserve Base, Spaceport Territory designation, county-owned land, aviation-support potential, logistics connectivity, and proximity to the broader Miami-Dade economy provides a strong foundation for a focused aerospace and defense-support corridor.

However, the Spaceport Territory designation should be viewed as a strategic platform for action—not an endpoint. Realizing its full value will require compatible land-use planning, infrastructure-ready sites, high-capacity utilities, transportation improvements, broadband and fiber connectivity, specialized workforce development, and strong partnerships among local government, Space Florida, educational institutions, private industry, defense-related stakeholders, and the EDC.

The Competitive Assessment identifies several priorities that should guide the next phase of work:

- Advancing mission-compatible aerospace, aviation, maintenance, repair and overhaul, advanced manufacturing, logistics, and defense-support industries
- Preparing shovel-ready and infrastructure-ready sites within and near the Spaceport Territory
- Aligning workforce programs with aerospace manufacturing, aviation maintenance, engineering, cyber, logistics, construction, and skilled trades

OFFICERS & DIRECTORS

Officers: Lisa Greer, Chair • Geri Grimes-Lewis, Executive Director • Peter England, Chief Strategy Officer

Directors: Dr. Beverly Moore-Garcia • Wilbur Bell • Rich Candia • Andres Martinez • Richard Miller • Matthew Rocco • Kenneth Spell

Mailing Address: 9555 SW 175 Terr, #637• Palmetto Bay, Florida 33157 • 305.378.9470 • info@edcsouthmiamidade.com • edcsouthmiamidade.com

- Investing in water, wastewater, power, transportation access, specialized transport, broadband, and fiber connectivity
- Strengthening business recruitment, retention, and expansion efforts in targeted traded industries
- Creating a regional implementation structure with measurable benchmarks and clear accountability
- Building a stronger regional brand for South Miami-Dade as a dual-use aerospace, logistics, and advanced-industry corridor

Achieving these priorities will require sustained coordination and regional leadership. The EDC is uniquely positioned to help convene stakeholders, support implementation strategies, align regional priorities, and advocate for the investments necessary to strengthen South Miami-Dade's long-term competitiveness.

The assessment also identifies challenges that must be addressed directly. These include the region's jobs-housing imbalance, workforce-skill gaps, limited industrial land, infrastructure capacity constraints, housing affordability, and competition from other aerospace, logistics, and manufacturing markets. These challenges should not slow the effort; they should define the implementation agenda.

Growth is coming to South Miami-Dade. The question is whether that growth will be managed passively or shaped deliberately to produce higher-wage jobs, stronger career pathways, greater private investment, improved infrastructure, and long-term protection of the region's unique communities and ecology.

With disciplined execution and continued collaboration among government, education, workforce, defense, private-sector partners, and the EDC, South Miami-Dade has the potential to become:

- A nationally recognized aerospace, aviation, logistics, and advanced-manufacturing corridor
- A mission-compatible partner to Homestead Air Reserve Base and Florida's broader aerospace economy
- A leader in workforce and skilled-trades development
- A competitive industrial and manufacturing market
- A resilient and diversified regional economy
- A major driver of economic growth within Miami-Dade County and the State of Florida

The opportunity is substantial, but the next phase must be practical, disciplined, collaborative, and measurable. The Competitive Assessment should serve as the foundation for an implementation-driven strategic plan that identifies priority sites, target industries, infrastructure gaps, workforce partners, funding opportunities, and performance benchmarks.

The focus now must shift from planning to implementation, partnership, and measurable action.

Respectfully,



Lisa Greer
Chair
Economic Development Council of South Miami Dade (EDC)
chair@edcsouthmiamidade.com
www.edcsouthmiamidade.com
(305) 322-7806 c

OFFICERS & DIRECTORS
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Executive Summary

South Miami-Dade Competitive Assessment

Prepared for the Economic Development Council (EDC) of South Miami-Dade
Based on the FIU Jorge M. Pérez Metropolitan Center Draft Competitive Assessment – April 2026

South Miami-Dade is entering a critical period of economic transformation. The FIU Metropolitan Center Competitive Assessment identifies the region as one of Miami-Dade County's most significant emerging growth areas, driven by rapid population increases, labor force expansion, growing advanced industries, and the designation of the Homestead Air Reserve Base (HARB) and surrounding lands as Florida Spaceport Territories.

The assessment concludes that South Miami-Dade possesses strong economic development potential but must act strategically and collaboratively to convert population growth into sustainable, high-wage employment opportunities and long-term economic competitiveness.

The report identifies several defining realities:

- South Miami-Dade's population increased by 7.3% since 2017, significantly outpacing Miami-Dade County overall.
- The labor force grew by 13.2%, demonstrating substantial workforce capacity.
- Major growth centers include Homestead, Princeton, Naranja, Goulds, and Country Walk.
- South Miami-Dade continues to experience a severe "worker spatial mismatch," where the majority of residents leave the area daily for employment.
- Advanced industries and aerospace manufacturing are emerging as major opportunities for future economic growth.
- The Spaceport Territory designation surrounding HARB positions South Miami-Dade as a future aerospace and advanced manufacturing corridor.

The report further emphasizes that South Miami-Dade's future competitiveness will depend on:

- Strategic infrastructure investment,
- Workforce development,
- Regional coordination,
- Business attraction and retention,
- Innovation support,
- And targeted economic development leadership.

Strategic Priorities & Action Items

1. Establish a Unified Regional Economic Development Coalition

Action Items:

- Formalize a South Miami-Dade regional economic development leadership consortium.
- Increase coordination among municipalities, Miami-Dade County, educational institutions, workforce agencies, and private-sector stakeholders.
- Develop a unified economic identity and advocacy platform for South Miami-Dade.
- Coordinate policy priorities and infrastructure planning across jurisdictions.

Objective:

Create a regional framework capable of competing for major investment opportunities and state/federal resources.

---

2. Accelerate Aerospace & Advanced Manufacturing Development

The assessment identifies aerospace manufacturing as one of Miami-Dade County's fastest-growing advanced industries with 161% job growth since 2017.

Action Items:

- Create an Aerospace & Defense Industry Task Force.
- Market South Miami-Dade's Spaceport Territory designation nationally and internationally.
- Identify and prepare industrial sites suitable for aerospace and advanced manufacturing users.
- Pursue aerospace supplier recruitment strategies.
- Develop incentives for aerospace, engineering, logistics, and advanced manufacturing firms.
- Build partnerships with Space Florida and defense industry stakeholders.

Objective:

Position South Miami-Dade as Florida's next major aerospace and defense innovation corridor.

3. Address the Jobs-to-Residents Imbalance

The assessment found that only 28.87% of employed South Miami-Dade residents work within South Miami-Dade.

Action Items:

- Prioritize recruitment of high-wage employers within South Miami-Dade.
- Expand business retention and expansion (BRE) programs.
- Identify underutilized commercial and industrial corridors for redevelopment.
- Encourage mixed-use employment centers near major residential growth areas.
- Promote job-generating land use policies.

Objective:

Reduce commuter dependency and create a stronger local employment ecosystem.

---

4. Build a Future-Ready Workforce Pipeline

The report identifies workforce quality and educational attainment as essential economic drivers.

Action Items:

- Expand technical training and certification programs tied to aerospace, logistics, construction, healthcare, and advanced manufacturing.
- Develop apprenticeship and internship partnerships with industry.
- Create pathways connecting K-12, colleges, universities, and employers.
- Increase STEM education initiatives.
- Support workforce housing strategies to retain younger workers.

Objective:

Align workforce development with projected industry growth and future employer needs.

---

5. Invest in Strategic Infrastructure & Site Readiness

Action Items:

- Conduct a regional infrastructure readiness assessment.
- Prioritize utility capacity, transportation improvements, broadband expansion, and freight/logistics infrastructure.
- Identify “shovel-ready” development sites.
- Pursue infrastructure grant opportunities tied to aerospace and advanced industries.
- Coordinate resilience and sustainability planning.

Objective:

Ensure South Miami-Dade is competitive for large-scale economic development projects.

---

6. Support Small Business Growth & Innovation

The report notes that 91% of South Miami-Dade businesses employ fewer than 20 employees.

Action Items:

- Expand entrepreneurial support services and technical assistance.
- Increase access to capital and procurement opportunities.
- Create innovation hubs and business incubator partnerships.
- Strengthen small business participation in public and private development projects.
- Support minority-owned and locally owned business growth.

Objective:

Strengthen the region’s small business ecosystem and create scalable local enterprises.

---

7. Enhance Regional Branding & Marketing

Action Items:

- Develop a comprehensive South Miami-Dade branding campaign.
- Promote the region's workforce growth, affordability advantages, aerospace opportunities, and quality of life.
- Create targeted marketing materials for site selectors and investors.
- Increase national visibility at industry conferences and economic development events.

Objective:

Position South Miami-Dade as a competitive destination for investment, innovation, and workforce talent.

---

8. Implement Data-Driven Economic Development Metrics

Action Items:

- Develop measurable performance indicators for economic development outcomes.
- Track:
    - Job creation,
    - Wage growth,
    - Business formation,
    - Workforce participation,
    - Advanced industry growth,
    - Commercial absorption,
    - And investment activity.
- Establish annual reporting and benchmarking systems.

Objective:

Create accountability and measurable progress toward long-term economic competitiveness.

Conclusion

The FIU Competitive Assessment confirms that South Miami-Dade possesses the population growth, workforce capacity, geographic position, and emerging industry base necessary to become one of Florida's leading economic growth regions.

However, achieving this potential will require:

- Coordinated regional leadership,
- Strategic investment,
- Workforce alignment,
- Infrastructure preparedness,
- And aggressive business attraction and retention efforts.

The combination of:

- Rapid labor force growth,
- Expanding educational attainment,
- Aerospace industry momentum,
- Spaceport Territory designation,
- And emerging advanced industries

creates a generational opportunity to redefine South Miami-Dade's economic future.

Prepared for :

EDC South Miami-Dade

DRAFT
Competitive Assessment
South Miami-Dade County

April 2026













Prepared by:

FIU Steven J. Green School of International & Public Affairs

Jorge M. Pérez Metropolitan Center

ACKNOWLEDGEMENTS

FIU Steven J. Green School of International & Public Affairs
Jorge M. Pérez Metropolitan Center

Research Team

Ned Murray, Ph.D., AICP, Principal Investigator
David Ortiz, Ph. D Candidate, Research Specialist
Victoria Lerma, MBA, Research Specialist II

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EXECUTIVE SUMMARY

The *South Miami-Dade County Competitive Assessment* provides data analytics and a supporting narrative of the region's economic strengths, opportunities, and challenges to be addressed in the subsequent economic development strategic plan. **The Competitive Assessment findings show the South Miami-Dade region has significant economic potential given the substantial growth in its worker-age population over the last two decades, presence of key advanced industry sectors, including aerospace manufacturing, and recent designation of the Homestead Air Reserve Base (HARB) and surrounds as Spaceport Territories.** The principal challenge going forward will be to generate a heightened level of economic development public and private investment activity that will elevate South Miami-Dade to the status of an economically competitive region.

Regional Context: At Home in a Dynamic Florida County

Future economic growth in South Miami-Dade will largely depend on the structure, strengths and leadership of Miami-Dade County. South Miami-Dade businesses and workers will continue to be employed, grow, and trade within the network of businesses in the greater county and South Florida economies. Small businesses, those employing 20 employees or less, especially depend on the network of businesses, services, and industries within the region for growth and expansion.

Miami-Dade County's economic strengths provide continued opportunities for South Miami-Dade. Miami-Dade County is a highly competitive economy in a range of industry sectors, including healthcare, education, transportation, and tourism and hospitality. The distinguishing characteristics of Miami-Dade County's economy include:

- ***Economic Scope*** - Miami-Dade County has the largest and most diversified economy in the State of Florida with a gross domestic product (GDP) of over $219 billion, an estimated 123,830 employer business establishments and 1,525,512 employer and self-employed jobs;
- ***A Diversified Industry Structure*** - In addition to healthcare, education, transportation, and leisure and hospitality, Miami-Dade County is home to growing technology sectors and employment in a wide range of high-end professional services, financial services, construction services and support, and manufacturing, especially aerospace components;
- ***Traded Industries*** - Miami-Dade County's top 10 traded industries are concentrated in industries requiring advanced education and/or professional skills, including management of companies and enterprises, legal services, management and technical consulting services, architectural and engineering services, and computer systems design and related services;
- ***Growing Presence in the Advanced Industry Sector*** - The advanced industries sector encompasses 50 industries with the highest levels of skills, knowledge, growth, and value-added productivity. Advanced industries range from manufacturing such as automotive and aerospace to high-tech services such as computer software and computer system design. Advanced industries are also deeply engrained with technology research and development (R&D) and STEM (science, technology, engineering, and math). Both Miami-Dade County and South Miami-Dade are home to a growing number of establishments and workers in the advanced industry sector with business

establishments largely found in management, scientific, and technical consulting services, architectural and engineering, and computer systems design; and

- ***Foreign Trade Zone 32 & 281*** – Businesses conducting operations within Foreign Trade Zones (FTZs) or subzones – granted through the Greater Miami Chamber of Commerce (FTZ 32) or PortMiami (FTZ 281) – receive various benefits, including duty and tax deferrals and reductions. These advantages provide companies with opportunities to improve cash flow and enhance competitiveness.

Combined Population and Resident Worker Growth

South Miami-Dade County has experienced rapid population growth over the past two decades. This occurred at a time when Miami-Dade County experienced slow population growth and accelerated domestic out-migration. South Miami-Dade's population increased by 7.3% (43,984 persons) since 2017, compared to 1.3% for Miami-Dade County. The abundance of South Miami-Dade's population growth since 2017 occurred in Census Designated Places (unincorporated communities). A CDP is a statistical entity comprising a densely settled concentration of population that is not within an incorporated place. In South Miami-Dade, there are 14 CDPs. CDPs such as Princeton and Naranja grew by 51.1% and 46.6%, respectively, indicating that CDPs have become the leading population growth centers in South Miami-Dade. Only Homestead (22.9%) experienced a significant population increase among municipalities.

The growth of South Miami-Dade's labor force is reflective of the region's overall population increase. South Miami-Dade's labor force increased by 13.2% (35,961 workers) during this period. The largest labor force increases occurred in the City of Homestead (36.4%), and the Naranja (78.2%), Princeton (72.4%), Goulds (56.8%), and Country Walk (31.0%) CDPs. In total, South Miami-Dade's labor force grew by 13.2% since 2017, compared to 8.4% in Miami-Dade County. South Miami-Dade's current 307,637 labor force now represents 22.7% of Miami-Dade County's total labor force.

Communities in South Miami-Dade with the highest levels of population growth since 2017 also had the most significant increases among their prime-age worker populations (25-54). Among the municipalities, Homestead had the largest increase (6,858) in their prime-age worker population, while Princeton (7,158) and Naranja (2,742) had the largest increases among CDPs.

Significantly, South Miami-Dade had a decrease in its overall populations in the 18-24 and 25-34 age groups which also occurred in Miami-Dade County. This has become a growing concern in Miami-Dade County and South Florida. The decline in younger population age groups is attributed to escalating affordability issues in South Florida.

Worker Spatial Mismatch

The *2020 Strategic Economic Development Plan for South Dade* noted the low ratio of South Miami-Dade jobs to population and the increasing number of resident workers who leave South Miami-Dade every day to travel to work. This job gap and worker commute trend began during the peak of housing bubble in early 2006. In a policy brief, *Driving on Empty: The Hidden Costs Associated with Drive 'till You Qualify*, the FIU Metropolitan Center found Miami-Dade workers further distancing themselves from their places of employment in search of more affordable housing opportunities. The Competitive Assessment found that the job gap and worker spatial mismatch has worsened over the past seven years. The current Employment Inflow/Outflow Analysis found that of the 277,498 employed residents who live in South Miami-Dade,

only 80,140 of the resident labor force, or 28.87 percent, work in South Miami-Dade. The Competitive Assessment found that while South Miami-Dade's large worker population has been a driver of economic growth in the county, South Miami-Dade has not generated a commensurate number of jobs to support its resident base. A benchmark analysis of industry job growth targeted in the 2020 plan found South Miami-Dade fell short in most industry categories including Health Care and Professional, Scientific, and Technical Services, Transportation and Warehousing (Logistics), and Manufacturing.

The Dynamics of South Miami-Dade's Economy

South Miami-Dade has a grouping of businesses that trade and grow within the network of businesses in the larger Miami-Dade County economy. According to Quarterly Census of Employment and Wages (QCEW) data, there are currently 14,761 employer establishments in South Miami-Dade that employ 152,039 workers. South Miami-Dade's leading industry sectors include Health Care (2,436 establishments), Professional, Scientific, and Technical Services (2,133 establishments), and Construction (1,542 establishments). South Miami-Dade's economic base is primarily comprised (91%) of small business establishments under 20 employees. The South Florida economy is noted for its especially high concentration and high rate of formation of small businesses relative to the national economy. Of note, however, the 234 businesses in South Miami-Dade with 100+ employees generate 62,612 jobs. South Miami-Dade's leading employment sectors include:

- Retail – 28,874 workers
- Health Care – 27,900 workers
- Accommodation and Food Services – 15,194 workers
- Construction – 11,348 workers

Miami-Dade County has a growing presence of business establishments and employees in the advanced industries sector. There is a smaller share of advanced industry employment in South Miami-Dade, though it is representative of the county. There are 1,214 advanced industry establishments in South Miami-Dade that employ 6,588 workers. The three leading advanced industry sectors in South Miami-Dade are Management, Scientific, and Technical Consulting Services (528 establishments), Architectural, Engineering (243 establishments), and Computer Systems Design and Related Services (230 establishments).

Miami-Dade's Growing Aerospace Industry

Advanced manufacturing is the use of innovative technologies to create existing products and the creation of new products. Advanced manufacturing can include production activities that depend on information, automation, computation, software, sensing, and networking. Advanced manufacturing has also been applied to traditional manufacturing like steel and automotive. Miami-Dade County's fastest growing advanced manufacturing sector is NAICS 336412: Aerospace Product and Parts. Miami-Dade's Aerospace Manufacturing industry has shown significant (161%) job growth since 2017. There are currently 94 aerospace manufacturing establishments in Miami-Dade County employing 2,884 workers.

Aerospace Product and Parts Manufacturing is one of 35 manufacturing industries outlined in the North American Industry Classification System (NAICS) that qualify as advanced. Miami-Dade County's aerospace industry is concentrated in three national industry classifications, NAICS 336412 - Aircraft

Engine and Engine Parts Manufacturing, NAICS 33613 -Other Aircraft Parts and Auxiliary Equipment Manufacturing, and NAICS 33611 - Aircraft Manufacturing.

Effective July 1, 2024, Homestead Air Reserve Base (HARB) and Miami-Dade County land north of HARB were designated as official Florida Spaceport Territories to foster aerospace research, manufacturing, and development. A Spaceport Territory is an aerospace hub that creates an ecosystem for companies to be centralized in one area with access to resources, shared ideas, a talented workforce, premium locations, and capital. Spaceport Territory designation provides economic incentives for aerospace companies to locate in South Miami-Dade.

Designation of the Spaceport Territory builds on the work of the South Dade Aerospace Technology Zone (SDAZ) Consortium. The SDAZ is comprised of the Economic Development Council of South Miami-Dade (EDC), South Florida Defense Alliance, and Florida International University's Jorge M. Pérez Metropolitan Center (JPMC).

I INTRODUCTION

A. Overview

The *2026 Competitive Assessment of South Miami-Dade County* is the first of two documents that will provide an update to the Economic Development Council (EDC) of South Miami Dade's *2020 Strategic Economic Development Plan for South-Dade.* As highlighted in the 2020 plan, the sheer economic, demographic, and cultural diversity of South Miami-Dade creates unique challenges in the development of a unified economic development plan. Nonetheless, there is consensus that this diversity is also a key strength of the region which can be leveraged. While Hurricane Andrew devastated and completely reconfigured South Miami-Dade's physical landscape and halted economic activity in 1992, South Miami-Dade's prime working-age population has grown substantially over the past two decades and is now poised to become Miami-Dade County's core region for economic growth in the decades to come.

South Miami-Dade County today is experiencing a renewed economic vibrancy where traditional industries such as agriculture, healthcare, and trade thrive along with the emergence of a growing manufacturing sector and other key advanced industries. Space Florida's designation of the Homestead Spaceport Territories in 2024 will support aerospace commerce, innovation and investment that should propel South Miami-Dade's economy and potentially transform the industry mix of the region. However, to capitalize on these opportunities, it is imperative for local government officials, business leaders, and institutions to be equipped with the most accurate, up-to-date socioeconomic data to effectively gauge the economic state of South Miami-Dade and enable sound policy decision-making going forward. The emergence of the Economic Development Council of South Miami-Dade, Inc. (EDC) shortly after Hurricane Andrew is a testimony to resilient forces at play. Now, it is time for all those engaged in the 2020 planning process and newcomers to the region to craft an updated economic development strategic plan that will guide the growth of South Miami-Dade's economy in the coming years.

B. Competitive Assessment Process

The Competitive Assessment of South Miami-Dade provides the underpinnings for strategic planning discussions and decision-making throughout the project and ultimately will serve as the analytical platform for the EDC's *2026 Economic Development Strategic Plan.* The objective is to identify the potential economic drivers, policies and strategies that will attract private investment and enable business growth, job creation, increased tax revenues, and expanded economic opportunities for businesses and residents of South Miami-Dade County. The Competitive Assessment identifies the economic advantages and challenges of South Miami-Dade's major industries and assets including the recently designated Homestead Spaceport Territory and the advanced and targeted industries in the larger trade area that could help drive economic development investment in the future. The Competitive Assessment also relies on a robust community engagement process to gain input and guidance from community and business leaders.

C. Elements of Economic Competitiveness

The future competitiveness and economic resilience of South Miami-Dade will be largely dependent on the enhancement and growth of existing and newly established traded industry sectors. Traded industries not only bring new money into the region, but they are also the sectors that generate innovation, talent, and infrastructure investment. Traded industries are found in the advanced industry sector and often exist in industry clusters.

According to the Brookings Institution, the advanced industry sector is a cluster of important industries that concentrate in and drive many of the nation's best performing regional economies. The sector is composed of 50 industries identified at the 4-digit NAICS level, and includes manufacturing, chemicals, pharmaceuticals, advanced metals, industrial machinery, medical equipment manufacture, energy development and distribution, software design, data processing, and medical and diagnostic labs. Significantly, the advanced industry sector led the nation's economic revitalization in the post-Great Recession. The advanced industry sector builds on a region's economic strengths and provides high-skill, high-paying employment less vulnerable in economic downturns.

Smart and successful regional economies engage in continuous strategic planning to remain competitive. All communities, large and small, compete for jobs, residents, and development in an environment that never stands still. Constantly changing demographics, household structure, technologies, and economic conditions require continual monitoring and updates. The economic impacts of the COVID-19 pandemic and Great Recession provide clear evidence of this reality. The fundamentals of economic resilience and competitiveness need to be built into the subsequent economic development strategic plan and include the following guiding principles:

- *Planning for Resilient and Sustainable Long-Term Growth*: Large swings in business and housing market cycles can be especially damaging at the local level. Competitive communities support diversified employment, industry, and occupational growth that is less susceptible to business cycle fluctuations, protecting small businesses, worker incomes, and household wealth during national economic downturns;

- *Supporting Local Innovation:* All local economies grow through the expansion of local businesses and a steady supply of new businesses to maintain employment and competitive advantages. All businesses, even small ones, engage in markets that never stand still, and need to continuously innovate, invest, and update to remain competitive. Successful communities support local business capacity to innovate and adopt new technologies to improve performance;

- *Expanding Economic Opportunity and Upward Mobility*: Economically resilient communities support an expanding supply of jobs and occupations paying competitive wages and skills that provide a platform for upward economic mobility to build household wealth. In addition, competitive regions and communities implement strategies to prepare residents to compete for these opportunities;

- *Building Local Human Capital:* Resilient local economies build and improve the collective knowledge and skills of its labor force, building a local labor force with the skills, education and brainpower to support globally competitive businesses, obtain higher-wages, high-skilled employment opportunities, and adapt to rapidly changing employment markets, technology, and industry changes;

- *Targeted and Strategic Allocation of Resources to Stimulate Economic Growth:* In an era of shrinking federal and state funding, leaders in high performing regional and local economies must a) focus and target investments in their local strengths, b) take a disciplined and targeted approach to investments in physical assets, real estate, and infrastructure, and c) focus on high-

wage job creation in leading local industries before attempting to create jobs in entirely new industries;

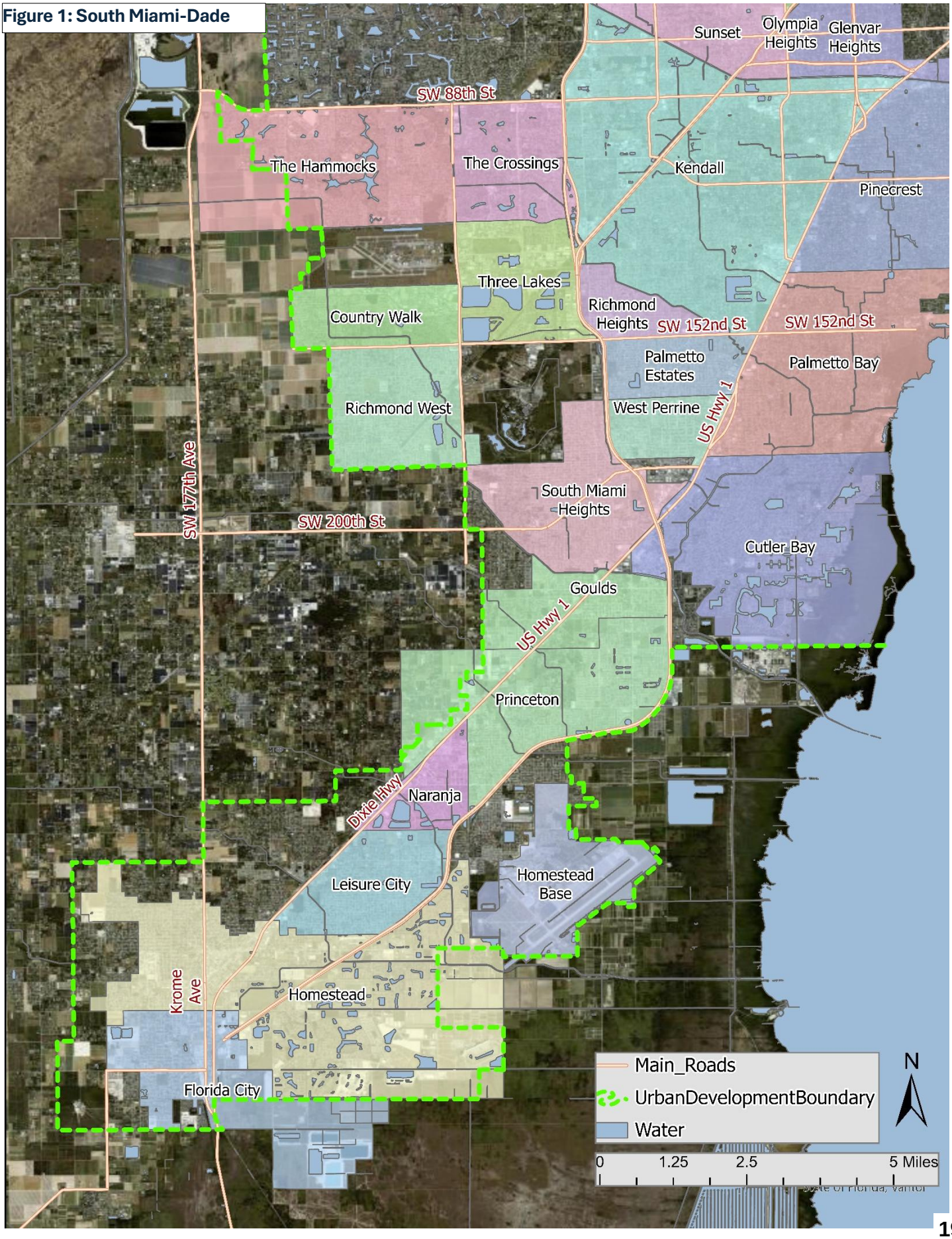
- *Strategic Quality of Life Investments:* Resilient communities make intelligent investments in quality public spaces, multi-generational recreation, and activities that further enhance the work-life balance.

D. Final Report: South Miami-Dade County Economic Development Strategic Plan

The Competitive Assessment provides the economic development planning analytics for the Economic Development Council (EDC) of South Miami-Dade's *2026 Economic Development Strategic Plan*. The strategic plan will consist of the following key elements:

- A statement of goals, objectives and strategic priorities;
- Clear statements on South Miami-Dade's economic development potential, competitive advantages, opportunities and direction for immediate and long-term growth;
- Business strategies for the region's most promising industries, occupations and new small business creation opportunities;
- A clear description of the specific needs of target businesses and industries to help guide South Miami-Dade's direction of resources, projects, programs, and incentives; and
- An economic development management element with performance metrics and marketing strategies.

Figure 1: South Miami-Dade



II ECONOMIC & DEMOGRAPHIC TRENDS

A. Population Growth

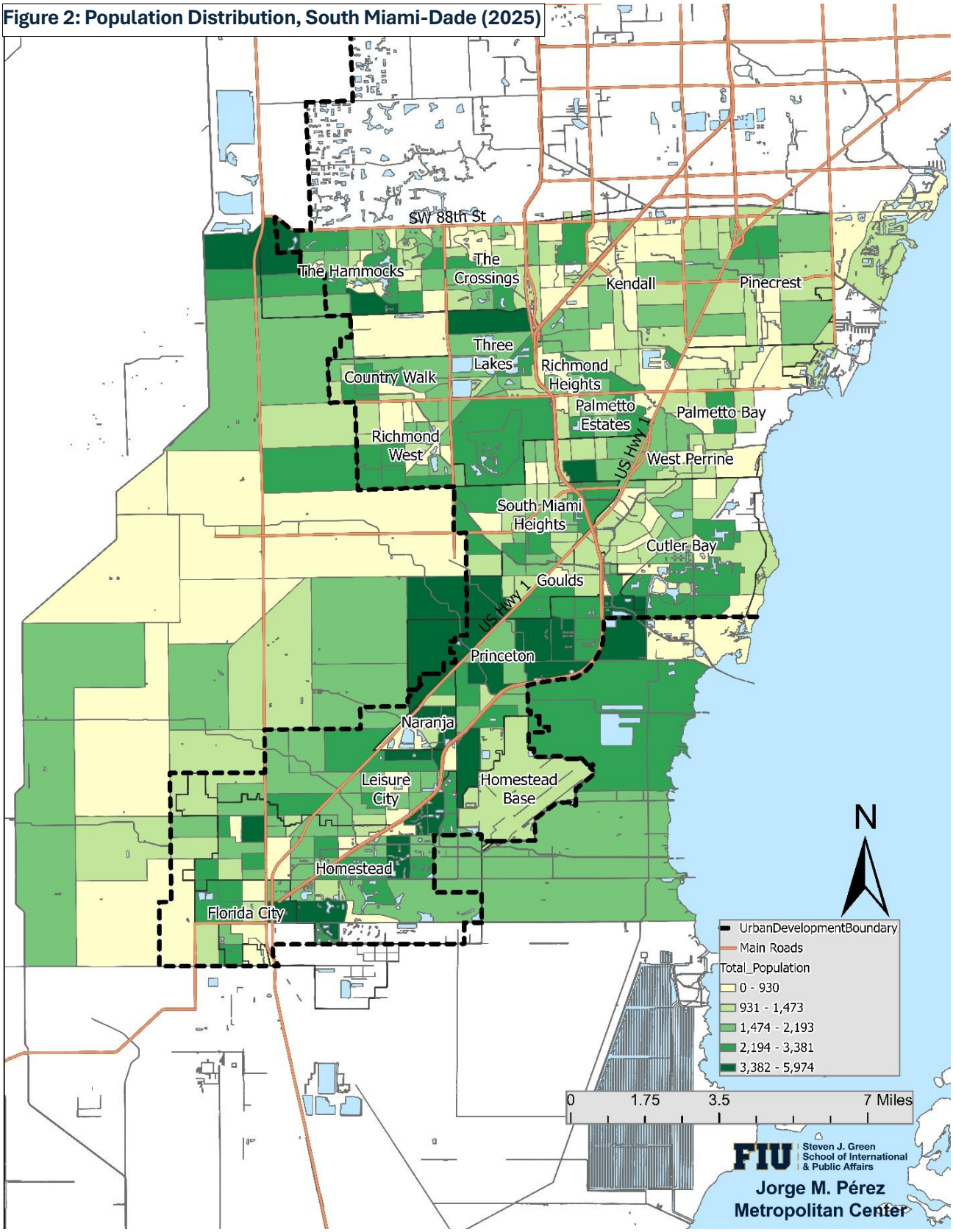
Trends in population growth (or decline) are used as a general measure of economic performance. South Miami-Dade's population has grown from 603,342 in 2017 to 647,326 in 2024 (**Table 1**) - the most recent year for which U.S. Census ACS 5-Year Estimates are available- representing a 7.3% increase. In contrast, Miami-Dade County's population grew by 1.3% during the same period, pointing to a significant population growth rate in South Miami-Dade. Specifically, most of this population growth in South Miami-Dade occurred in the City of Homestead, with 22.9% growth, and several Census Designated Places (CDPs). A CDP is an unincorporated community identified by the U.S. Census Bureau for statistical purposes. The Census Bureau treats CDPs as the statistical equivalent of a city. This way, they can ensure these places appear in population counts and data for the target population. In South Miami-Dade, there are 14 CDPs. CDPs such as Princeton and Naranja grew by 51.1% and 46.6%, respectively, indicating that CDPs have become the leading population growth centers in South Miami-Dade County. In contrast, municipalities such as Palmetto Bay and Pinecrest and CDPs such as Richmond Heights, Richmond West, and South Miami Heights have experienced modest population declines. **Figure 2** illustrates the population distribution of South Miami-Dade.

Table 1: Population Change by Municipalities and CDPs in South Miami-Dade (2017- 2024)

	Population			Labor Force Population		
	2017	2024	% Change	2017	2024	% Change
Town of Cutler Bay	44,721	45,070	0.8%	22,195	22,441	1.1%
Florida City	12,149	12,943	6.5%	3,910	4,388	12.2%
City of Homestead	67,354	82,807	22.9%	27,723	37,804	36.4%
Village of Palmetto Bay	24,679	24,639	-0.2%	11,417	12,353	8.2%
Village of Pinecrest	19,441	18,462	-5.0%	9,179	8,455	-7.9%
Census Designated Places (Unincorporated)						
Country Walk CDP	16,601	19,291	16.2%	7,702	10,087	31.0%
Goulds CDP	11,768	14,425	22.6%	3,944	6,184	56.8%
Kendall CDP	75,123	79,562	5.9%	38,247	39,445	3.1%
Leisure City CDP	27,389	27,808	1.5%	10,417	11,756	12.9%
Naranja CDP	10,776	15,796	46.6%	3,879	6,914	78.2%
Palmetto Estates CDP	15,998	16,129	0.8%	7,484	7,510	0.3%
Princeton CDP	28,201	42,625	51.1%	12,140	20,930	72.4%
Richmond Heights CDP	11,155	9,992	-10.4%	5,070	4,876	-3.8%
Richmond West CDP	36,898	35,593	-3.5%	18,695	17,441	-6.7%
South Miami Heights CDP	39,312	38,766	-1.4%	17,709	18,145	2.5%
The Crossings CDP	23,062	22,963	-0.4%	11,409	12,090	6.0%
The Hammocks CDP	58,976	58,838	-0.2%	30,004	30,005	0.0%
Three Lakes CDP	16,266	16,888	3.8%	8,484	9,172	8.1%
West Perrine CDP	10,634	11,162	5.0%	4,040	4,864	20.4%
Municipalities and CDPs Total	**550,503**	**593,759**	**7.9%**	**253,648**	**284,860**	**12.3%**
South Miami-Dade	**603,342**	**647,326**	**7.3%**	**271,676**	**307,637**	**13.2%**
Miami-Dade County	**2,702,602**	**2,738,356**	**1.3%**	**1,251,193**	**1,356,445**	**8.4%**

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

Figure 2: Population Distribution, South Miami-Dade (2025)



Source: ACS 5 Year Estimates 2017, 2024 ; TIGER Shapefiles 2024

B. Labor Force

The primary purpose of labor market analysis is to provide insights into current and future workforce needs, helping businesses, organizations, and policymakers make informed decisions about industry employment, training, and economic development strategies. Labor force and employment data also provide important information on the size and stability of a local economy as measured by the local workforce. Trends developed from this data can help new and existing businesses understand the strengths, weaknesses, and predictability of the area economy. Labor force participation rates (LFPRs) measure the number of citizens employed or looking for employment as a percentage of the civilian non-institutional population. LFPR data can also help determine the factors that lead to discouraged workers, or workers that have dropped out of the labor force.

The growth in South Miami-Dade's labor force is reflective of larger population increases since 2017. The largest labor force increases occurred in the City of Homestead (36.4%), and the Naranja (78.2%), Princeton (72.4%), Goulds (56.8%), and Country Walk (31.0%) CDPs. In total, South Miami-Dade's labor force grew by 13.2% since 2017 compared to 8.4% in Miami-Dade County, as a whole. South Miami-Dade's current 307,637 labor force count now represents 22.7% of Miami-Dade County's total labor force.

C. Demographic Age Structure

Many factors can impact growth in the labor market and the LFPR, including economic and demographic trends. In fact, demographics can help explain the general decline in national LFPRs over the last two decades as the composition of the labor force has changed as a result of an aging workforce and a general increase in educational attainment. The labor force participation rate differs across age groups. Among all age groups, workers aged 25-54, also known as prime-age workers, have the highest labor force participation rate. They form the core of the U.S. labor force, accounting for nearly two-thirds of the total labor force.

In South Miami-Dade, communities with the highest levels of population growth since 2017 also had the most significant increases among their prime age worker populations. As **Table 2** shows, among the municipalities, Homestead had the largest increase (6,858) in their prime-age worker population, while Princeton (7,158) and Naranja (2,742) had the largest increases among CDPs.

Significantly, South Miami-Dade had a decrease in its overall populations in the 18-24 and 25-34 age groups which also occurred in Miami-Dade County, as a whole. The only municipality that increased both these younger population age groups was Homestead. The Village of Palmetto Bay had an increase in its 25-34 age group. Among the CDPs, Princeton, Naranja, and Country Walk had significant increases in the two younger age groups.

Table 2: Demographic Age Structure for South Miami-Dade (2017- 2024)

2017 Age for South Miami-Dade Cities and CDPs							2024 Age for South Miami-Dade Cities and CDPs					
	Total population	Under 18 years	18 to 24 years	25 to 54 years	55 to 64 years	65 years and over	Total population	Under 18 years	18 to 24 years	25 to 54 years	55 to 64 years	65 years and over
Town of Cutler Bay	44,721	11,397	3,676	19,374	5,141	5,133	45,070	10,097	3,618	17,999	5,745	7,611
		25.5%	8.2%	43.3%	11.5%	11.5%		22.4%	8.0%	39.9%	12.7%	16.9%
Florida City	12,149	4,120	1,516	4,692	1,043	778	12,943	4,178	1,195	5,148	926	1,496
		33.9%	12.5%	38.6%	8.6%	6.4%		32.3%	9.2%	39.8%	7.2%	11.6%
City of Homestead	67,354	21,269	5,988	29,678	5,261	5,158	82,807	24,446	7,955	36,536	6,871	6,999
		31.6%	8.9%	44.1%	7.8%	7.7%		29.5%	9.6%	44.1%	8.3%	8.5%
Village of Palmetto Bay	24,679	6,322	2,198	9,371	3,195	3,593	24,639	5,984	1,524	9,406	3,917	3,808
		25.6%	8.9%	38.0%	12.9%	14.6%		24.3%	6.2%	38.2%	15.9%	15.5%
Village of Pinecrest	19,441	4,959	1,601	7,173	2,766	2,942	18,462	5,220	1,236	6,289	2,494	3,223
		25.5%	8.2%	36.9%	14.2%	15.1%		28.3%	6.7%	34.1%	13.5%	17.5%
Census Designated Places CDP (Unincorporated)												
Country Walk CDP	16,601	4,355	1,366	7,305	1,795	1,780	19,291	4,475	1,901	8,142	2,572	2,201
		26.2%	8.2%	44.0%	10.8%	10.7%		23.2%	9.9%	42.2%	13.3%	11.4%
Goulds CDP	11,768	3,729	1,148	4,667	1,160	1,064	14,425	3,514	1,137	5,741	1,718	2,315
		31.7%	9.8%	39.7%	9.9%	9.0%		24.4%	7.9%	39.8%	11.9%	16.0%
Homestead Base CDP	843	343	150	261	54	35	1,125	494	152	377	61	41
		40.7%	17.8%	31.0%	6.4%	4.2%		43.9%	13.5%	33.5%	5.4%	3.6%
Kendall CDP	75,123	14,129	6,111	30,812	10,621	13,450	79,562	16,797	5,161	30,124	11,070	16,410
		18.8%	8.1%	41.0%	14.1%	17.9%		21.1%	6.5%	37.9%	13.9%	20.6%
Leisure City CDP	27,389	7,531	3,024	11,713	2,535	2,586	27,808	8,128	2,898	11,253	2,802	2,727
		27.5%	11.0%	42.8%	9.3%	9.4%		29.2%	10.4%	40.5%	10.1%	9.8%
Naranja CDP	10,776	3,631	1,019	4,274	998	854	15,796	4,642	1,327	7,016	1,603	1,208
		33.7%	9.5%	39.7%	9.3%	7.9%		29.4%	8.4%	44.4%	10.1%	7.6%
	15,998	3,593	1,835	6,672	1,839	2,059	16,129	3,149	1,497	6,814	1,875	2,794

2017 Age for South Miami-Dade Cities and CDPs							2024 Age for South Miami-Dade Cities and CDPs					
	Total population	Under 18 years	18 to 24 years	25 to 54 years	55 to 64 years	65 years and over	Total population	Under 18 years	18 to 24 years	25 to 54 years	55 to 64 years	65 years and over
Palmetto Estates CDP		22.5%	11.5%	41.7%	11.5%	12.9%		19.5%	9.3%	42.2%	11.6%	17.3%
	28,201	8,376	2,744	12,634	2,421	2,026	42,625	12,111	3,223	19,792	3,826	3,673
Princeton CDP		29.7%	9.7%	44.8%	8.6%	7.2%		28.4%	7.6%	46.4%	9.0%	8.6%
Richmond Heights CDP	11,155	2,207	996	5,243	1,091	1,618	9,992	2,174	773	4,187	1,024	1,834
		19.8%	8.9%	47.0%	9.8%	14.5%		21.8%	7.7%	41.9%	10.2%	18.4%
Richmond West CDP	36,898	8,228	3,688	16,295	4,088	4,599	35,593	7,724	2,616	13,876	4,663	6,714
		22.3%	10.0%	44.2%	11.1%	12.5%		21.7%	7.3%	39.0%	13.1%	18.9%
South Miami Heights CDP	39,312	8,732	4,012	16,371	4,795	5,402	38,766	7,895	2,921	15,333	5,782	6,835
		22.2%	10.2%	41.6%	12.2%	13.7%		20.4%	7.5%	39.6%	14.9%	17.6%
The Crossings CDP	23,062	4,640	2,015	9,070	3,571	3,766	22,963	4,511	1,702	9,086	3,021	4,643
		20.1%	8.7%	39.3%	15.5%	16.3%		19.6%	7.4%	39.6%	13.2%	20.2%
The Hammocks CDP	58,976	11,717	6,533	26,593	7,068	7,065	58,838	12,162	4,277	23,976	8,235	10,188
		19.9%	11.1%	45.1%	12.0%	12.0%		20.7%	7.3%	40.7%	14.0%	17.3%
	16,266	3,872	1,539	7,590	1,760	1,505	16,888	3,954	1,535	7,466	2,115	1,818
Three Lakes CDP		23.8%	9.5%	46.7%	10.8%	9.3%		23.4%	9.1%	44.2%	12.5%	10.8%
West Perrine CDP	10,634	3,026	952	4,089	1,290	1,277	11,162	2,855	872	4,864	1,137	1,434
		28.5%	9.0%	38.5%	12.1%	12.0%		25.6%	7.8%	43.6%	10.2%	12.8%
South Miami-Dade	**603,342**	**150,014**	**57,486**	**256,200**	**67,763**	**71,879**	**647,326**	**157,230**	**53,890**	**265,728**	**77,211**	**93,267**
		24.9%	**9.5%**	**42.5%**	**11.2%**	**11.9%**		**24.3%**	**8.3%**	**41.1%**	**11.9%**	**14.4%**
Miami-Dade County	**2,702,602**	**553,299**	**243,004**	**1,171,391**	**320,586**	**414,322**	**2,738,356**	**548,079**	**225,477**	**1,139,011**	**361,893**	**463,896**
		20.5%	**9.0%**	**43.3%**	**11.9%**	**15.3%**		**20.0%**	**8.2%**	**41.6%**	**13.2%**	**16.9%**

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

D. Race and Ethnicity

The Hispanic or Latino population of South Miami-Dade has grown significantly since 2017. South Miami-Dade's Hispanic or Latinos now comprise 62.2% (445,274 persons) of the population compared to 56.9% (381,756 persons) in 2017 (**Table 3**). The percentage of South Miami-Dade's Hispanic or Latino population is now comparable (69.3%) to Miami-Dade County, as a whole.

Significantly, South Miami-Dade's White not Hispanic or Latino and Black or African American populations have decreased since 2017 which aligns with Miami-Dade County's demographic trend, as a whole. South Miami-Dade's White not Hispanic or Latino and Black or African American populations decreased by 16.4% and 9.6%, respectively, since 2017.

Table 3: Race and Ethnicity South Miami-Dade (2017- 2024)

	Total Population	White not Hispanic or Latino	Black or African American	Hispanic or Latino of any race	Total Population	White not Hispanic or Latino	Black or African American	Hispanic or Latino of any race	White not Hispanic or Latino	Black or African American	Hispanic or Latino of any race
	2017				**2024**				**% Change 2017-2024**		
Cutler Bay Town	44,721	12,281	4,711	25,909	45,070	9,634	3,957	28,844	-21.6%	-16.0%	11.3%
		27.5%	10.5%	57.9%		21.4%	8.8%	64.0%			
Florida City	12,149	480	5,418	6,179	12,943	517	5,030	7,287	7.7%	-7.2%	17.9%
		4.0%	44.6%	50.9%		4.0%	38.9%	56.3%			
Homestead City	67,354	8,992	14,107	42,563	82,807	8,847	15,208	55,837	-1.6%	7.8%	31.2%
		13.4%	20.9%	63.2%		10.7%	18.4%	67.4%			
Palmetto Bay Village	24,679	10,634	1,368	10,805	24,639	8,945	1,059	12,594	-15.9%	-22.6%	16.6%
		43.1%	5.5%	43.8%		36.3%	4.3%	51.1%			
Pinecrest Village	19,441	8,419	119	9,113	18,462	7,481	338	8,989	-11.1%	184.0%	-1.4%
		43.3%	0.6%	46.9%		40.5%	1.8%	48.7%			
Census Designated Places (Unincorporated)											
Country Walk CDP	16,601	3,288	1,121	11,326	19,291	2,149	1,322	14,542	-34.6%	17.9%	28.4%
		19.8%	6.8%	68.2%		11.1%	6.9%	75.4%			
Goulds CDP	11,768	669	5,413	5,366	14,425	1,233	5,772	7,164	84.3%	6.6%	33.5%
		5.7%	46.0%	45.6%		8.5%	40.0%	49.7%			
Homestead Base CDP	843	131	443	260	1,125	78	624	422	-40.5%	40.9%	62.3%
		15.5%	52.6%	30.8%		6.9%	55.5%	37.5%			

	Total Population	White not Hispanic or Latino	Black or African American	Hispanic or Latino of any race	Total Population	White not Hispanic or Latino	Black or African American	Hispanic or Latino of any race	White not Hispanic or Latino	Black or African American	Hispanic or Latino of any race
	2017				**2024**				**% Change 2017-2024**		
Kendall CDP	75,123	18,735	2,437	50,242	79,562	18,363	2,465	53,609	-2.0%	1.1%	6.7%
		24.9%	3.2%	66.9%		23.1%	3.1%	67.4%			
Leisure City CDP	27,389	874	3,869	22,209	27,808	1,204	3,494	22,743	37.8%	-9.7%	2.4%
		3.2%	14.1%	81.1%		4.3%	12.6%	81.8%			
Naranja CDP	10,776	501	3,800	6,058	15,796	1,288	3,594	10,702	157.1%	-5.4%	76.7%
		4.6%	35.3%	56.2%		8.2%	22.8%	67.8%			
Palmetto Estates CDP	15,998	1,410	5,415	8,088	16,129	938	5,202	9,340	-33.5%	-3.9%	15.5%
		8.8%	33.8%	50.6%		5.8%	32.3%	57.9%			
Princeton CDP	28,201	3,015	5,900	18,602	42,625	3,897	6,310	31,038	29.3%	6.9%	66.9%
		10.7%	20.9%	66.0%		9.1%	14.8%	72.8%			
Richmond Heights CDP	11,155	571	6,932	3,494	9,992	382	3,597	5,645	-33.1%	-48.1%	61.6%
		5.1%	62.1%	31.3%		3.8%	36.0%	56.5%			
Richmond West CDP	36,898	5,341	2,283	27,837	35,593	2,757	2,183	28,851	-48.4%	-4.4%	3.6%
		14.5%	6.2%	75.4%		7.7%	6.1%	81.1%			
South Miami Heights CDP	39,312	3,393	6,756	28,240	38,766	1,652	6,311	29,272	-51.3%	-6.6%	3.7%
		8.6%	17.2%	71.8%		4.3%	16.3%	75.5%			
The Crossings CDP	23,062	5,982	860	15,173	22,963	5,041	470	16,464	-15.7%	-45.3%	8.5%
		25.9%	3.7%	65.8%		22.0%	2.0%	71.7%			
The Hammocks CDP	58,976	8,199	1,779	46,540	58,838	6,942	2,415	46,699	-15.3%	35.8%	0.3%
		13.9%	3.0%	78.9%		11.8%	4.1%	79.4%			
Three Lakes CDP	16,266	3,808	1,596	10,033	16,888	3,213	940	10,682	-15.6%	-41.1%	6.5%
		23.4%	9.8%	61.7%		19.0%	5.6%	63.3%			
West Perrine CDP	10,634	951	5,785	3,640	11,162	312	4,174	6,348	-67.2%	-27.8%	74.4%
		8.9%	54.4%	34.2%		2.8%	37.4%	56.9%			
South Miami-Dade	**603,342**	**109,767**	**88,898**	**381,756**	**647,326**	**91,781**	**80,356**	**445,274**	-16.4%	-9.6%	16.6%
		18.2%	**14.7%**	**63.3%**		**14.2%**	**12.4%**	**68.8%**			
Miami-Dade County	**2,702,602**	**371,233**	**441,604**	**1,823,038**	**2,738,356**	**344,354**	**384,902**	**1,898,211**	-7.2%	-12.8%	4.1%
		13.7%	**16.3%**	**67.5%**		**12.6%**	**14.1%**	**69.3%**			

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

E. Educational Attainment

Educational attainment is an important economic development indicator. Educational attainment can raise an individual's productivity and creativity and promote entrepreneurship and technological advances. A local economy's ability to stay competitive depends on the flexibility of the labor force to adapt to changes in job opportunities and investing in the education and training necessary to meet new demands. In fact, the most important economic development factor in the knowledge economy and its current focus on innovation is the quality and availability of the workforce. Educational achievement and attainment are important aspects of labor force quality.

South Miami-Dade's educational attainment has improved significantly. According to the U.S. Census, American Community Survey, South Miami-Dade's population 25 years and older with a bachelor's degree or higher increased by 23.1% since 2017. Notably, the population 25 years and older with a high school diploma has increased by 12.7% (**Table 4**).

All five municipalities and most CDPs have seen an increase in the percentage of their population 25 years and over with a bachelor's degree or higher. Among the municipalities, the largest increases were in Florida City (126.9%) and Homestead (51.5%). Among the CDPs, the highest increases were in Naranja (115.3%), Princeton (105.8%), and Goulds (48.4%).

Table 4: Educational Attainment by Municipalities and CDPs in South Miami-Dade (2017- 2024)

	2017			2024			% Change 2017-2024	
	Population 25 years and over	High school graduate or higher	Bachelor's degree or higher	Population 25 years and over	High school graduate or higher	Bachelor's degree or higher	High school graduate or higher	Bachelor's degree or higher
Town of Cutler Bay	29,648	26,416	9,398	31,355	27,540	10,660	4.3%	13.4%
		89.10%	31.70%		87.80%	34.00%		
Florida City	6,513	3,263	378	7,570	5,421	857	66.1%	126.9%
		50.10%	5.80%		71.60%	11.30%		
City of Homestead	40,097	29,592	8,300	50,406	38,793	12,575	31.1%	51.5%
		73.80%	20.70%		77.00%	24.90%		
Village of Palmetto Bay	16,159	15,319	8,694	17,131	15,921	10,300	3.9%	18.5%
		94.80%	53.80%		92.90%	60.10%		
Village of Pinecrest	12,881	12,288	7,935	12,006	11,791	8,693	-4.0%	9.6%
		95.40%	61.60%		98.20%	72.40%		
Census Designated Places CDP (Unincorporated)								
Country Walk CDP	10,880	10,031	3,438	12,915	12,080	4,754	20.4%	38.3%
		92.20%	31.60%		93.50%	36.80%		
Goulds CDP	6,891	5,478	1,006	9,774	7,665	1,493	39.9%	48.4%
		79.50%	14.60%		78.40%	15.30%		
Homestead Base CDP	350	237	-	479	289	57	22.0%	--
		67.70%	0.00%		60.30%	11.90%		
Kendall CDP	54,883	50,437	24,588	57,604	53,853	27,570	6.8%	12.1%
		91.90%	44.80%		93.50%	47.90%		

	2017			2024			% Change 2017-2024	
	Population 25 years and over	High school graduate or higher	Bachelor's degree or higher	Population 25 years and over	High school graduate or higher	Bachelor's degree or higher	High school graduate or higher	Bachelor's degree or higher
Leisure City CDP	16,834	10,437	1,734	16,782	11,045	1,705	5.8%	-1.7%
		62.00%	10.30%		65.80%	10.20%		
Naranja CDP	6,126	4,527	925	9,827	7,695	1,992	70.0%	115.3%
		73.90%	15.10%		78.30%	20.30%		
Palmetto Estates CDP	10,570	8,646	1,977	11,483	9,607	2,886	11.1%	46.0%
		81.80%	18.70%		83.70%	25.10%		
Princeton CDP	17,081	13,733	3,707	27,291	23,861	7,629	73.7%	105.8%
		80.40%	21.70%		87.40%	28.00%		
Richmond Heights CDP	7,952	6,823	1,328	7,045	5,969	1,688	-12.5%	27.1%
		85.80%	16.70%		84.70%	24.00%		
Richmond West CDP	24,982	21,410	6,995	25,253	22,206	8,324	3.7%	19.0%
		85.70%	28.00%		87.90%	33.00%		
South Miami Heights CDP	26,568	19,793	4,331	27,950	22,795	5,467	15.2%	26.2%
		74.50%	16.30%		81.60%	19.60%		
The Crossings CDP	16,407	15,308	5,808	16,750	15,661	7,154	2.3%	23.2%
		93.30%	35.40%		93.50%	42.70%		
The Hammocks CDP	40,726	36,938	13,440	42,399	37,987	16,061	2.8%	19.5%
		90.70%	33.00%		89.60%	37.90%		
Three Lakes CDP	10,855	9,943	4,223	11,399	10,382	4,364	4.4%	3.3%
		91.60%	38.90%		91.10%	38.30%		
West Perrine CDP	6,656	5,425	1,278	7,435	6,457	1,554	19.0%	21.6%
		81.50%	19.20%		86.80%	20.90%		
South Miami-Dade	**395,842**	**329,728**	**114,628**	**436,206**	**371,732**	**141,052**	**12.7%**	**23.1%**
		83.3%	**29.0%**		**85.2%**	**32.3%**		
Miami-Dade County	**1,906,299**	**1,543,966**	**530,196**	**1,964,800**	**1,649,424**	**675,665**	**6.8%**	**27.4%**
		81.0%	**34.3%**		**83.9%**	**34.4%**		

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

F. Household Income

According to the 2024 ACS, the median household income in South Miami-Dade is $83,281 compared to $71,753 for Miami-Dade County, as a whole (**Table 5**). Median household incomes vary significantly in South Miami-Dade ranging from a low of $47,482 in Florida City to $206,417 in Village of Pinecrest. Among the CDPs, median household incomes range from a low of $41,977 in Leisure City to a high of $124,540 in Country Walk.

Among the municipalities, Homestead had the highest percentage increase (51.6%) in its median household income since 2017. Several CDPs had significant increase in their median household incomes including Goulds (79.8%), Naranja (66.5%), Princeton (65.3%), West Perrine (65.3%), Country Walk (64.8%), and South Miami Heights (64.3%).

Table 5: Household income by Municipalities and CDPs in South Miami-Dade (2017- 2024)

	Median Household Income		
	2017	**2024**	**% Change**
Town of Cutler Bay	$70,473	$89,244	26.6%
Florida City	$34,545	$47,482	37.4%
City of Homestead	$43,150	$65,423	51.6%
Village of Palmetto Bay	$107,612	$142,447	32.4%
Village of Pinecrest	$152,643	$206,417	35.2%
Census Designated Places (Unincorporated)			
Country Walk CDP	$75,550	$124,540	64.8%
Goulds CDP	$34,344	$61,735	79.8%
Homestead Base CDP	$11,824	$7,969	-32.6%
Kendall CDP	$69,277	$87,325	26.1%
Leisure City CDP	$32,770	$41,977	28.1%
Naranja CDP	$32,432	$53,984	66.5%
Palmetto Estates CDP	$54,390	$82,064	50.9%
Princeton CDP	$50,483	$83,426	65.3%
Richmond Heights CDP	$47,223	$67,606	43.2%
Richmond West CDP	$74,284	$101,970	37.3%
South Miami Heights CDP	$39,825	$65,417	64.3%
The Crossings CDP	$68,824	$91,012	32.2%
The Hammocks CDP	$65,211	$85,628	31.3%
Three Lakes CDP	$65,000	$102,306	57.4%
West Perrine CDP	$40,528	$66,997	65.3%
South Miami-Dade	**$60,865**	**$83,281**	**36.8%**
Miami-Dade County	**$46,338**	**$71,753**	**54.8%**

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates; *Median Household Income for South Miami-Dade is computed using a weighted median income approach*

G. Occupations and Wages

As previously noted, South Miami-Dade's population age 16 and over in the labor force increased by 13.2% since 2017. A current analysis by occupational codes found significant employment changes since 2017. Occupational codes are standardized numerical labels used to categorize and organize jobs according to their responsibilities, required skills, education, and training. Systems such as the Standard Occupational Classification (SOC) assign these codes, allowing federal agencies to consistently collect and analyze labor market data across different industries and regions.

As shown in **Table 6**, in South Miami-Dade County, the most significant growth occurred among several SOCs including management (70%), legal (49%), and business and financial occupations (43%). Notably, there was growth in most occupation codes and specifically those with the highest median hourly and annual earnings.

Table 6: Jobs and Wages by Occupation, South Miami-Dade (2017-2025)

SOC	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Median Hourly Earnings	Median Annual Earnings	COL Adjusted Median Hourly Earnings	COL Adjusted Median Annual Earnings
11-0000	Management Occupations	12,970	22,090	9,121	70%	$44.14	$91,805.78	$40.23	$83,688.04
13-0000	Business and Financial Operations Occupations	11,292	16,101	4,809	43%	$38.32	$79,714.26	$34.94	$72,665.69
15-0000	Computer and Mathematical Occupations	3,226	4,391	1,165	36%	$48.48	$100,838.64	$44.19	$91,922.19
17-0000	Architecture and Engineering Occupations	2,203	2,300	97	4%	$39.42	$81,988.12	$35.93	$74,738.49
19-0000	Life, Physical, and Social Science Occupations	1,520	1,929	410	27%	$36.68	$76,293.60	$33.44	$69,547.50
21-0000	Community and Social Service Occupations	3,760	4,641	881	23%	$27.07	$56,311.91	$24.68	$51,332.64
23-0000	Legal Occupations	3,426	5,105	1,680	49%	$47.56	$98,934.98	$43.36	$90,186.86
25-0000	Educational Instruction and Library Occupations	11,172	11,785	613	5%	$24.04	$50,004.23	$21.91	$45,582.71
27-0000	Arts, Design, Entertainment, Sports, and Media Occupations	3,429	4,385	956	28%	$26.61	$55,347.02	$24.26	$50,453.07
29-0000	Healthcare Practitioners and Technical Occupations	13,815	17,233	3,418	25%	$40.52	$84,288.74	$36.94	$76,835.67
31-0000	Healthcare Support Occupations	8,968	10,989	2,020	23%	$17.08	$35,527.65	$15.57	$32,386.19
33-0000	Protective Service Occupations	11,041	10,149	(892)	(8%)	$29.58	$61,536.59	$26.97	$56,095.35
35-0000	Food Preparation and Serving Related Occupations	15,601	17,538	1,937	12%	$16.49	$34,296.58	$15.03	$31,263.98
37-0000	Building and Grounds Cleaning and Maintenance Occupations	12,713	12,836	123	1%	$15.77	$32,806.81	$14.38	$29,905.94
39-0000	Personal Care and Service Occupations	8,600	8,494	(106)	(1%)	$15.33	$31,887.84	$13.98	$29,068.22
41-0000	Sales and Related Occupations	24,381	26,105	1,724	7%	$18.89	$39,300.70	$17.22	$35,825.61
43-0000	Office and Administrative Support Occupations	29,613	28,832	(782)	(3%)	$21.08	$43,847.18	$19.22	$39,970.08

SOC	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Median Hourly Earnings	Median Annual Earnings	COL Adjusted Median Hourly Earnings	COL Adjusted Median Annual Earnings
45-0000	Farming, Fishing, and Forestry Occupations	5,753	6,018	265	5%	$13.89	$28,901.59	$12.67	$26,346.03
47-0000	Construction and Extraction Occupations	14,244	16,812	2,568	18%	$22.59	$46,992.85	$20.59	$42,837.60
49-0000	Installation, Maintenance, and Repair Occupations	9,303	10,763	1,460	16%	$24.33	$50,613.47	$22.18	$46,138.07
51-0000	Production Occupations	6,139	5,986	(153)	(2%)	$18.74	$38,976.31	$17.08	$35,529.91
53-0000	Transportation and Material Moving Occupations	13,536	15,711	2,175	16%	$18.19	$37,830.55	$16.58	$34,485.46
55-0000	Military-only occupations	1,019	985	(34)	(3%)	$27.51	$57,218.22	$25.08	$52,158.81
99-0000	Unclassified Occupation	0	0	0	0%	$0.00	$0.00	$0.00	$0.00
		227,723	**261,178**	**33,456**	**15%**				

Source: LightCast 2017, 2025

H. Travel and Commute Patterns

The time and cost of traffic congestion, including increased commute times and lost productivity due to travel delays are tangible economic concerns for today's employers and workers alike. Travel and commute times play an increasingly important role in business location and employment decisions. According to 2024 ACS estimates, most workers in South Miami-Dade are employed in Miami-Dade County. However, average commute times exceed 35 minutes one way which means most workers commute beyond South Miami-Dade to their places of work.

U.S. Census data shows most regional commute times remain below where they were the year before the COVID-19 pandemic. Remote work and flexible hours have contributed to peak traffic times being more spread out. However, in South Miami-Dade, commute times of over one hour have become more common due to rapid population growth and an increase of 33,456 workers since 2017. Most of South Miami-Dade's traffic congestion occurs on the Florida Turnpike and U.S. 1 as workers commute north to their job locations.

According to the 2024 U.S. Census, approximately 69.2% of workers in the United States drive alone to their places of work each day. In South Miami-Dade, an estimated 72.2% of workers (205,799 workers) drive by car alone to their places of work (**See Table 7 below**). While the percentage of workers driving alone is down from 78.09% in 2017, South Miami-Dade has added 7,092 new resident workers who drive alone adding further congestion to the roadways. On a positive note, 12.31% of South Miami-Dade resident workers now work from home, up from 3.86% in 2017. However, excessive commute drive times have become a growing issue for South Miami-Dade resident workers who must travel a distance to their places of work.

Table 7: Means of Transportation to Work South Miami-Dade (2017-2024)

	Workers 16 years and over	Drove alone	Carpooled	Worked from home	Workers 16 years and over	Drove alone	Carpooled	Worked from home	Drove alone	Carpooled	Worked from home
	2017				2024				% Point Change 2017-2024		
Town of Cutler Bay	22,195	78.70%	10.80%	5.20%	22,441	71.20%	8.80%	16.10%	-7.50	-2.00	10.90
Florida City	3,910	50.20%	24.90%	7.20%	4,388	66.50%	16.80%	10.50%	16.30	-8.10	3.30
City of Homestead	27,723	67.30%	18.00%	4.90%	37,804	74.90%	13.30%	6.80%	7.60	-4.70	1.90
Village of Palmetto Bay	11,417	76.40%	14.50%	5.30%	12,353	60.30%	11.20%	21.20%	-16.10	-3.30	15.90
Village of Pinecrest	9,179	75.30%	3.90%	12.20%	8,455	61.00%	6.50%	27.00%	-14.30	2.60	14.80
Census Designated Places (Unincorporated)											
Country Walk CDP	7,702	87.00%	7.20%	2.70%	10,087	74.20%	9.90%	13.80%	-12.80	2.70	11.10
Goulds CDP	3,944	71.80%	15.10%	2.70%	6,184	78.60%	11.20%	4.50%	6.80	-3.90	1.80
Homestead Base CDP	121	35.50%	5.00%	2.50%	141	5.70%	49.60%	1.40%	-29.80	44.60	-1.10
Kendall CDP	38,247	83.10%	6.60%	4.10%	39,445	69.30%	8.30%	15.50%	-13.80	1.70	11.40
Leisure City CDP	10,417	68.50%	20.00%	4.30%	11,756	74.70%	11.30%	9.60%	6.20	-8.70	5.30
Naranja CDP	3,879	82.40%	9.40%	2.20%	6,914	70.30%	13.10%	12.30%	-12.10	3.70	10.10
Palmetto Estates CDP	7,484	75.80%	9.90%	1.60%	7,510	80.40%	10.40%	4.50%	4.60	0.50	2.90
Princeton CDP	12,140	73.90%	16.60%	3.30%	20,930	68.50%	12.20%	14.20%	-5.40	-4.40	10.90
Richmond Heights CDP	5,070	73.50%	9.70%	0.50%	4,876	75.60%	11.00%	6.90%	2.10	1.30	6.40
Richmond West CDP	18,695	82.60%	10.60%	3.00%	17,441	75.30%	9.70%	12.00%	-7.30	-0.90	9.00
South Miami Heights CDP	17,709	80.30%	10.30%	2.10%	18,145	77.50%	11.40%	7.70%	-2.80	1.10	5.60
The Crossings CDP	11,409	84.30%	8.00%	3.30%	12,090	78.20%	7.80%	11.70%	-6.10	-0.20	8.40
The Hammocks CDP	30,004	82.60%	9.30%	2.30%	30,005	71.10%	12.20%	12.60%	-11.50	2.90	10.30
Three Lakes CDP	8,484	85.90%	8.40%	2.30%	9,172	75.10%	7.50%	14.00%	-10.80	-0.90	11.70
West Perrine CDP	4,040	74.90%	11.00%	2.90%	4,864	76.20%	10.30%	3.40%	1.30	-0.70	0.50
South Miami-Dade	**253,769**	**78.09%**	**11.20%**	**3.86%**	**285,001**	**72.21%**	**10.65%**	**12.31%**	**-5.88**	**-0.54**	**8.45**
Miami-Dade County	**1,251,193**	**76.80%**	**8.90%**	**4.90%**	**1,356,445**	**68.70%**	**9.10%**	**14.00%**	**-8.10**	**0.20**	**9.10**

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

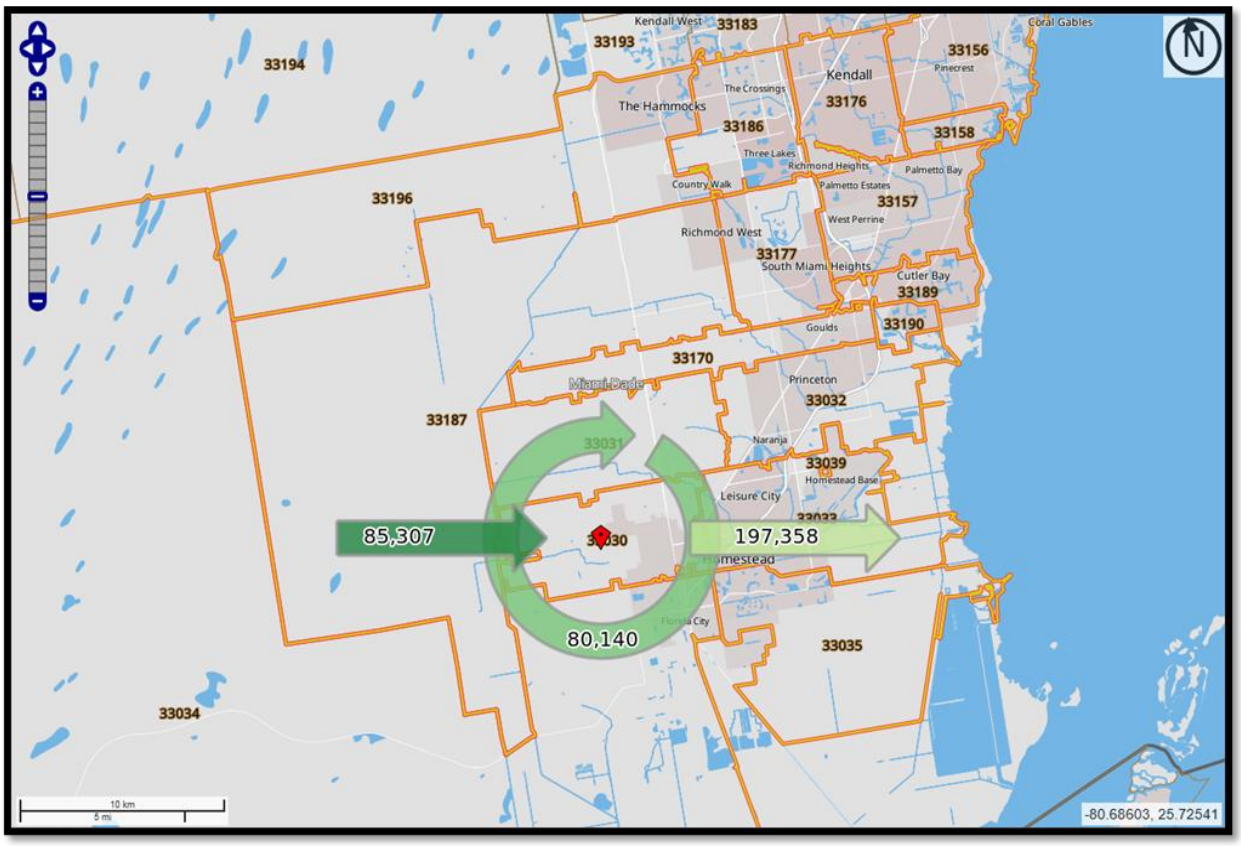
I. Employment Inflow/Outflow

The US Census Bureau's Longitudinal Employer-Household Dynamics (LEHD) data tracks where workers live and work. The most recent LEHD data captures employment data slightly differently than the Bureau of Labor Statistics. LEHD indicates a significant mismatch between the jobs located within the trade area, and where employed residents actually work. As shown in **Figure 3**, the key indicators of the Inflow/Outflow analysis available through the LEHD data are as follows:

- Although 277,498 employed residents live in South Miami-Dade, only 80,140 of workers, or 28.87 percent, work in South Miami-Dade;
- This means 197,358 employed residents are employed by businesses somewhere else in the County or beyond;
- This also means 85,307 jobs within South Miami-Dade are filled by workers who live outside and commute in and out of South Miami-Dade;
- The destinations of most South Miami-Dade workers who commute are primarily located within Miami-Dade County; and
- The average commute time for resident employed workers in South Miami-Dade is over 35 minutes each way.

The LEHD analysis does not definitively mean that all resident workers employed outside South Miami-Dade leave each day. Telecommuting data indicates that a significant percentage of the local population mirrors national trends in working from home. However, the Inflow/Outflow analysis does indicate that continuing this pattern without a significant change in working locations, cannot be sustained and risks exacerbating South Miami-Dade's long commutes, traffic congestion, and negatively affecting production, services, and quality of life.

Figure 3: South Miami-Dade Job Inflow / Outflow (2023)



Source: Census On the Map, 2023

An analysis of job counts by specific work locations shows that most South Miami-Dade resident workers are employed in the City of Miami (47,572) followed by Kendall CDP (17,445), the City of Coral Gables (14,179), the City of Doral (12,233), and the City of Homestead (**Table 8**). The balance of workers are employed in municipalities throughout Miami-Dade County.

Table 8: Job Counts by Places where South Dade Residents are Employed - All Jobs (2023)

	Count	Share
Miami City	47,572	17.1%
Kendall CDP	17,445	6.3%
Coral Gables City	14,179	5.1%
Doral City, FL	12,233	4.4%
City of Homestead	10,106	3.6%
Three Lakes CDP	7,251	2.6%
Hialeah City	4,709	1.7%
Palmetto Bay Village	4,310	1.6%
Fort Lauderdale City	4,203	1.5%
Town of Cutler Bay	4,198	1.5%
All Other Locations	151,292	54.5%
Total All Jobs	**277,498**	**100.0%**

Source: Census On the Map, 2023

A further analysis of commute distances shows that 74.4% or workers travel 24 miles or less, which is indicative of the distance to the primary job locations shown above. The balance of workers travel 25 miles or more to their work locations, including 12.2% (33,951 workers) who travel greater than 50 miles to their places of work (**Table 9**).

Table 9: Job Counts by Distance (2023)

	Count	Share
Total All Jobs	277,498	100.0%
Less than 10 miles	97,004	35.0%
10 to 24 miles	109,345	39.4%
25 to 50 miles	37,198	13.4%
Greater than 50 miles	33,951	12.2%

Source: Census On the Map, 2023

J. Housing

According to 2024 ACS estimates, there are 204,353 occupied housing units in South Miami-Dade (**Table 10**). This represents a 22.5 percent (37,495 units) increase since 2017. South Miami-Dade's housing supply growth rate far exceeded Miami-Dade County (13.6%) during this period.

Homestead and Florida City experienced the largest housing supply growth rates among municipalities. Naranja (84.2%), Princeton (70.6%) and Goulds (39.2%) had the highest housing supply growth rates among the CDPs.

Table 10: Housing Units and Tenure in South Miami-Dade (2017- 2024)

Municipalities and CDPs	Occupied Housing Units			Owner Occupied		
	2017	2024	% Change	2017	2024	% Change
Town of Cutler Bay	12,682	14,469	14.1%	8,965	10,089	12.5%
Florida City	2,780	4,081	46.8%	727	1,274	75.2%
City of Homestead	18,499	25,638	38.6%	7,253	12,372	70.6%
Village of Palmetto Bay	7,298	8,150	11.7%	6,220	6,376	2.5%
Village of Pinecrest	5,954	6,081	2.1%	4,584	5,037	9.9%
Census Designated Places (Unincorporated)						
Country Walk CDP	4,473	5,630	25.9%	3,805	4,496	18.2%
Goulds CDP	3,145	4,347	38.2%	1,523	2,438	60.1%
Kendall CDP	27,228	30,158	10.8%	17,181	18,747	9.1%
Leisure City CDP	6,755	8,150	20.7%	3,336	3,552	6.5%
Naranja CDP	2,780	5,122	84.2%	700	1,254	79.1%
Palmetto Estates CDP	3,824	4,223	10.4%	2,858	3,646	27.6%
Princeton CDP	7,290	12,439	70.6%	4,368	8,626	97.5%
Richmond Heights CDP	2,641	3,020	14.4%	2,083	2,141	2.8%
Richmond West CDP	9,401	10,617	12.9%	8,041	8,898	10.7%
South Miami Heights CDP	10,570	12,012	13.6%	5,920	7,462	26.0%
The Crossings CDP	7,413	8,392	13.2%	5,745	6,096	6.1%
The Hammocks CDP	16,005	19,623	22.6%	9,379	12,308	31.2%
Three Lakes CDP	4,900	5,348	9.1%	3,275	3,563	8.8%
West Perrine CDP	2,869	3,235	12.8%	1,555	1,736	11.6%
Municipalities and CDPs Totals	**156,507**	**190,735**	**21.9%**	**97,518**	**120,111**	**23.2%**
South Miami-Dade	**166,858**	**204,353**	**22.5%**	**105,356**	**129,403**	**22.8%**
Miami-Dade County	**858,289**	**975,411**	**13.6%**	**448,011**	**509,440**	**13.7%**

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

III INDUSTRY STRUCTURE & DYNAMICS

A. Economic Base

The economic base represents the economic activities that occur within a specific geographic area whether that be a city, county, or region. The economic base encompasses the production, distribution, and consumption of goods and services within a defined area. Understanding the dynamics of a local economy starts with recognizing it as a community's economic ecosystem, where businesses, residents, and institutions interact financially. A healthy local economy is not just about businesses operating; it's about creating a system where wealth is generated and circulated locally, benefiting the community directly. This designation emphasizes the importance of local ownership, local supply chains, and local spending. The significance of this approach lies in its potential to build resilient, self-sustaining communities and regions.

The economic base of South Miami-Dade County is fused to the larger economy of the county. Miami-Dade County is the largest county in the State of Florida with a population over 2.7 million and the third largest in terms of land area covering nearly 2,000 square miles. Miami-Dade County's economic core runs north to south along the I-95/U.S. 1 Corridor on the east and the Florida Turnpike on the west. The county's economic strengths provide continued opportunities for South Miami-Dade, where the in-migration of a large prime working-age population over the past two decades has created a significant competitive advantage.

Miami-Dade County is a highly competitive economy in a range of industry sectors including healthcare, education, transportation, tourism and hospitality. The distinguishing characteristics of Miami-Dade County's economy include:

- ***Economic Scope*** – Miami-Dade County has the largest and most diversified economy in the State of Florida with a gross domestic product (GDP) of over $219 billion, an estimated 123,830 employer business establishments and 1,525,512 employer and self-employed jobs;
- ***A Diversified Industry Structure*** – In addition to healthcare, transportation, and leisure and hospitality, Miami-Dade County is home to growing technology sectors and employment in a wide range of high-end professional services, financial services, construction services and support, and manufacturing, especially aerospace components;
- ***Traded Industries*** - Miami-Dade County's top 10 traded industries are concentrated in industries requiring advanced education and/or professional skills, including management of companies and enterprises, legal services, management and technical consulting services, architectural and engineering services, computer systems design and related services;
- ***Growing Presence in the Advanced Industry Sector*** – The advanced industries sector encompasses 50 industries with the highest levels of skills, knowledge, growth, and value-added productivity. Advanced industries range from manufacturing such as automotive and aerospace to high-tech services such as computer software and computer system design. Advanced industries are also deeply engrained with technology research and development (R&D) and STEM (science, technology, engineering, and math);
- ***Growing Presence in the Advanced Industry Sector*** - The advanced industries sector encompasses 50 industries with the highest levels of skills, knowledge, growth, and value-added productivity.

Advanced industries range from manufacturing such as automotive and aerospace to high-tech services such as computer software and computer system design. Advanced industries are also deeply engrained with technology research and development (R&D) and STEM (science, technology, engineering, and math). Both Miami-Dade County and South Miami-Dade are home to a growing number of establishments and workers in the advanced industry sector with business establishments largely found in management, scientific, and technical consulting services, architectural and engineering, and computer systems design; and

- ***Foreign Trade Zone 32 & 281*** – Businesses conducting operations within Foreign Trade Zones (FTZs) or subzones – granted through the Greater Miami Chamber of Commerce (FTZ 32) or PortMiami (FTZ 281) – receive various benefits, including duty and tax deferrals and reductions. These advantages provide companies with opportunities to improve cash flow and enhance competitiveness.

B. Employment by Industry in South Miami-Dade and Miami-Dade County

According to 2025 data from LightCast, there are 1,525,512 jobs in Miami-Dade County, including both employer-based and self-employed (independent contractor) positions (**Table 11**). Of these, 195,385 are in Health Care, followed by Retail Trade (151,844), Government (150,381), Accommodations and Food Services (Tourism; 139,816), and Professional, Scientific, and Technical Services (120,600). Between 2017 and 2025, Miami-Dade County added 204,276 new jobs, representing a 15% growth rate. Industries with significant growth during this period include Health Care (37,558/24%), Professional and Technical Services (33,045/38%), Transportation and Warehousing (31,603/38%), Construction (20,455/29%), and Real Estate (11,418/31%).The only industry that declined in employment was Retail Trade, with a total loss of 1,340 jobs. This reduction aligns with national trends driven by the growth of e-commerce and shifting consumer preferences.

Table 11: Employer and Self-Employed Total Jobs by Industry, Miami-Dade County (2017- 2025)

NAICS	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Earnings Per Job	COL Adjusted Total Current Earnings
11	Agriculture, Forestry, Fishing and Hunting	12,350	16,474	4,124	33%	$44,601	$40,657
21	Mining, Quarrying, and Oil and Gas Extraction	532	609	77	14%	$146,099	$133,180
22	Utilities	2,536	3,161	624	25%	$177,943	$162,209
23	Construction	71,665	92,120	20,455	29%	$69,891	$63,711
31	Manufacturing	43,951	51,124	7,173	16%	$82,162	$74,897
42	Wholesale Trade	68,684	75,757	7,072	10%	$101,603	$92,619
44	Retail Trade	153,184	151,844	(1,340)	(1%)	$60,789	$55,414
48	Transportation and Warehousing	82,196	113,798	31,603	38%	$91,617	$83,516
51	Information	19,662	21,940	2,279	12%	$163,182	$148,753
52	Finance and Insurance	54,825	62,169	7,343	13%	$224,035	$204,225
53	Real Estate and Rental and Leasing	37,345	48,763	11,418	31%	$81,833	$74,597
54	Professional, Scientific, and Technical Services	87,556	120,600	33,045	38%	$133,493	$121,689

NAICS	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Earnings Per Job	COL Adjusted Total Current Earnings
55	Management of Companies and Enterprises	9,568	12,478	2,910	30%	$208,354	$189,931
56	Administrative and Support and Waste Management and Remediation Services	92,554	98,248	5,693	6%	$58,564	$53,385
61	Educational Services	43,494	53,912	10,417	24%	$72,981	$66,528
62	Health Care and Social Assistance	157,827	195,385	37,558	24%	$84,048	$76,616
71	Arts, Entertainment, and Recreation	19,718	25,549	5,831	30%	$94,207	$85,877
72	Accommodation and Food Services	128,944	139,816	10,872	8%	$47,217	$43,042
81	Other Services (except Public Administration)	84,696	89,411	4,715	6%	$42,667	$38,894
90	Government	148,654	150,381	1,726	1%	$107,336	$97,845
99	Unclassified Industry	1,293	1,973	680	53%	$73,060	$66,600
		1,321,236	**1,525,512**	**204,276**	**15.46%**	**$88,361**	**$80,547**

Source: LightCast 2017, 2025

Between 2017 and 2025, South Miami-Dade grew from 227,723 to 261,178 employer and self-employed jobs (**Table 12**), representing the creation of 33,456 new jobs (15%). As expected, industry job growth rates in South Miami-Dade generally mirror those of Miami-Dade County. Health Care ranked first, with (8,386/30%) new jobs created between 2017 and 2025, followed by Construction (6,183/33%) and Professional, Scientific, and Technical Services (5,311/45%). While retail jobs decreased across the county by 1,340, South Miami-Dade experienced a growth of 2,349 jobs, highlighting retail's continued role as a traditional component of the region's economic base. However, although the county saw an increase in government jobs (1,726), South Miami-Dade lost 3,287, which may be explained by federal funding cuts and reductions in federal aid. Despite this, it is important to note that during the same period, health care jobs significantly surpassed retail, signaling a shift away from traditional industries toward the targeted sectors identified in the *2020 Strategic Economic Development Plan for South Dade.* Both Miami-Dade and South Miami-Dade grew jobs by nearly the same percentage (15.46% and 14.69%) between 2017 and 2025.

Table 12: Employer and Self-Employed Total Jobs by Industry, South Miami-Dade (2017- 2025)

NAICS	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Earnings Per Job	COL Adjusted Total Current Earnings
11	Agriculture, Forestry, Fishing and Hunting	8,828	10,878	2,050	23%	$49,019	$44,685
21	Mining, Quarrying, and Oil and Gas Extraction	107	89	(18)	(17%)	$133,165	$121,391
22	Utilities	1,930	1,661	(269)	(14%)	$185,865	$169,430
23	Construction	18,515	24,698	6,183	33%	$70,388	$64,164
31	Manufacturing	6,194	5,578	(615)	(10%)	$75,160	$68,515
42	Wholesale Trade	6,022	7,986	1,964	33%	$99,410	$90,620
44	Retail Trade	26,919	29,267	2,349	9%	$60,816	$55,438

NAICS	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Earnings Per Job	COL Adjusted Total Current Earnings
48	Transportation and Warehousing	2,642	4,683	2,041	77%	$76,972	$70,166
51	Information	1,874	2,807	933	50%	$155,515	$141,764
52	Finance and Insurance	9,662	11,094	1,432	15%	$184,284	$167,989
53	Real Estate and Rental and Leasing	4,317	5,077	760	18%	$85,703	$78,125
54	Professional, Scientific, and Technical Services	11,812	17,123	5,311	45%	$133,386	$121,592
55	Management of Companies and Enterprises	655	780	125	19%	$214,568	$195,595
56	Administrative and Support and Waste Management and Remediation Services	14,203	14,892	688	5%	$53,125	$48,428
61	Educational Services	6,133	8,452	2,318	38%	$68,406	$62,357
62	Health Care and Social Assistance	27,952	36,339	8,386	30%	$80,522	$73,402
71	Arts, Entertainment, and Recreation	2,094	2,887	792	38%	$115,676	$105,447
72	Accommodation and Food Services	15,323	17,697	2,374	15%	$46,256	$42,166
81	Other Services (except Public Administration)	20,366	20,123	(243)	(1%)	$43,410	$39,571
90	Government	41,957	38,670	(3,287)	(8%)	$117,383	$107,004
99	Unclassified Industry	217	397	181	83%	$73,060	$66,600
		227,723	**261,178**	**33,456**	**14.69%**	**$85,010**	**$77,493**

Source: LightCast 2017, 2025

An analysis of South Miami-Dade to Miami-Dade County share of jobs, South Miami-Dade has consistently captured around 17% of total county jobs between 2017 and 2025 (**Table 13**).

Table 13: Employer-Based and Self-Employed Total Jobs Summary, South Miami-Dade and Miami-Dade County (2017-2025)

	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change
Miami-Dade	1,321,236	1,525,512	204,276	15.46%
South Miami-Dade	227,723	261,178	33,456	14.69%
South Miami-Dade %	**17.2%**	**17.1%**	**16.4%**	

Source: LightCast 2017, 2025; Computations by authors

C. Employer Business Characteristics

To provide a deeper understanding of South Miami-Dade County's employer industries, the FIU Jorge M. Pérez Metropolitan Center applied restricted-use datasets, including the Quarterly Census of Employment and Wages (QCEW) at the individual business establishment level. Access to these datasets using the most detailed and current data available provides critical insights into South Miami-Dade's economic base. The QCEW dataset enables the computation of the number of employer establishments, employment totals, average establishment size, total and average payroll, and average payroll for each industry in South Miami-Dade. It is important to note that employer establishments refer to businesses with paid employees and do not account for independent contractors or self-employed individuals.

The analysis found that South Miami-Dade has 11.9% (14,761) of the county's 123,830 employer establishments and 12.1% (152,039) of the county's 1,261,687 employer jobs (**Table 14**). Industries with

an establishment share exceeding these benchmarks can be considered competitive advantages for South Miami-Dade. For example, Agriculture - a traditional industry in South Miami-Dade - accounts for 55.5% of agricultural establishments and 88.3% of agricultural employment in Miami-Dade County highlighting why agriculture is a key component of South Miami Dade's economic base.

Traditional industries with a significant presence in South Miami-Dade include High-value Retail and Specialty and General Retail, which account for 18.5% and 23% of employer jobs, respectively. In terms of emerging targeted industries, South Miami-Dade hosts 2,436 (15%) of Miami-Dade County's 16,283 health care establishments and 14.2% of the county's Health Care employment, indicating a strong presence of health care in South Miami-Dade. Although slightly below the standard South Miami-Dade-to-Miami-Dade County ratio, Finance and Insurance shows a growing presence in South Miami-Dade accounting for 720 (10.9%) of Miami-Dade's 6,588 employer establishments and 5,806 (10.6%) of Miami-Dade's 54,945 employer jobs. In Professional, Scientific, and Technical Services, South Miami-Dade accounts for 2,133 (9.5%) of Miami-Dade's 22,556 establishments, and 10,448 (10.2%) of Maimi-Dade's 102,888 employment. Note that for each of the targeted industries the percentage of South Miami-Dade to Miami-Dade employment follow closely the same ratios as their corresponding percentages of South Miami-Dade to Miami-Dade establishments. This is easier to observe in the comparison of average number of employees per establishment between South Miami-Dade and Miami-Dade County.

Table 14: Employer Establishment Counts and Employment by Industry, South Miami-Dade and Miami-Dade (2025)

NAICS	Industries	Miami-Dade	South Miami-Dade	South Miami-Dade	Miami-Dade	South Miami-Dade	South Miami-Dade	Miami-Dade	South Miami-Dade
2-Digit	Description	Establishments	Establishments	Percent	Employment	Employment	Percent	Avg. Employees per establishment	Avg. Employees per establishment
11	Agriculture, Forestry, Fishing and Hunting	530	294	55.5%	8,396	7,411	88.3%	15.8	25.2
21	Mining, Quarrying, and Oil and Gas Extraction	38	10	26.3%	555	55	9.9%	14.6	5.5
22	Utilities	120	12	10.0%	2,956	867	29.3%	24.6	72.3
23	Construction	8,531	1,542	18.1%	59,965	11,348	18.9%	7.0	7.4
31	Food, Textile, and Apparel Manufacturing	846	96	11.3%	9,878	999	10.1%	11.7	10.4
32	Wood, Paper, Petroleum, Chemical Manufacturing	919	92	10.0%	14,729	1,317	8.9%	16.0	14.3
33	Metal, Machinery, and Transportation Manufacturing	1,704	166	9.7%	21,301	2,090	9.8%	12.5	12.6
42	Wholesale Trade	8,554	780	9.1%	71,983	7,026	9.8%	8.4	9.0
44	Traditional and High Value Retailers	4,945	652	13.2%	69,850	16,038	23.0%	14.1	24.6
45	Specialty and General Retailers	7,052	877	12.4%	69,349	12,836	18.5%	9.8	14.6
48	Transportation	3,717	278	7.5%	68,573	1,503	2.2%	18.4	5.4
49	Warehousing	726	67	9.2%	30,703	2,018	6.6%	42.3	30.1
51	Information	2,527	218	8.6%	18,887	2,176	11.5%	7.5	10.0
52	Finance and Insurance	6,588	720	10.9%	54,945	5,806	10.6%	8.3	8.1
53	Real Estate and Rental and Leasing	7,190	666	9.3%	36,258	2,518	6.9%	5.0	3.8
54	Professional, Scientific, and Technical Services	22,556	2,133	9.5%	102,888	10,448	10.2%	4.6	4.9
55	Management of Companies and Enterprises	1,128	78	6.9%	12,291	645	5.2%	10.9	8.3
56	Administrative and Support and Waste Management and Remediation Services	7,042	1,023	14.5%	75,050	9,953	13.3%	10.7	9.7
61	Educational Services	1,715	248	14.5%	74,056	5,924	8.0%	43.2	23.9

NAICS	Industries	Miami-Dade	South Miami-Dade	South Miami-Dade	Miami-Dade	South Miami-Dade	South Miami-Dade	Miami-Dade	South Miami-Dade
2-Digit	Description	Establishments	Establishments	Percent	Employment	Employment	Percent	Avg. Employees per establishment	Avg. Employees per establishment
62	Health Care and Social Assistance	16,283	2,436	15.0%	196,328	27,900	14.2%	12.1	11.5
71	Arts, Entertainment, and Recreation	1,976	197	10.0%	20,743	1,872	9.0%	10.5	9.5
72	Accommodation and Food Services	6,971	759	10.9%	133,423	15,194	11.4%	19.1	20.0
81	Other Services (except Public Administration)	9,073	1,118	12.3%	39,933	4,937	12.4%	4.4	4.4
92	Public Administration	195	9	4.6%	67,819	1,067	1.6%	347.8	118.6
99	Unclassified	2,904	290	10.0%	828	91	11.0%		
	Totals	**123,830**	**14,761**	**11.9%**	**1,261,687**	**152,039**	**12.1%**		

Source: Quarterly Census of Employment and Wages, 2025

The ratio pattern does not hold in the Transportation and Warehousing industry. In South Miami-Dade, the average number of employees per warehousing establishment is 30.1 compared to 42.3 in Miami-Dade County. One possible explanation for this difference is that the economic opportunity and interest in building new warehousing in South Miami-Dade is driven not only by lower land cost, but also by the ability to design facilities that can accommodate sophisticated robotics from the outset, which require fewer employees per establishment to operate. Accommodating modern warehouse facilities for robotics and automation requires taller warehouse ceilings as well as firmer floors capable of withstanding heavier loads. These structural features are more difficult to achieve in Miami-Dade's logistic hub located west of the Miami International Airport (MIA), where retrofitting older warehouses would be significantly more expensive or cost prohibitive.

In terms of total payroll per industry – the total amount paid to all employees – no other industry in South Miami-Dade generated more payroll than Health Care, at $1.75 billion, distantly followed by Professional, Scientific, and Technical Services at $892 million (**Table 15**). Both are considered targeted emerging industries. Among the remaining targeted industries, Finance and Insurance ranked third, generating $552 million in total payroll, followed by Warehousing ($150 million), Transportation ($96 million), and Arts, Entertainment and Recreation ($65 million). In total, all employer establishments in South Miami-Dade generated $8.98 billion in payroll, representing 9.3% of the $96.1 billion total payroll generated in Miami-Dade County.

Table 15: Employer Total Payroll and Average Payroll by Industry, South Miami-Dade and Miami-Dade (2025)

NAICS	Industries	Miami-Dade	South Miami-Dade	South Miami-Dade	Miami-Dade	South Miami-Dade	South Miami-Dade
2-Digit	Description	Total Payroll	Total Payroll	Percent	Average Payroll	Average Payroll	Percent
11	Agriculture, Forestry, Fishing and Hunting	$408,757,044	$365,251,312	89.4%	$48,685	$49,285	101%
21	Mining, Quarrying, and Oil and Gas Extraction	$64,317,064	$3,864,844	6.0%	$115,887	$70,270	61%
22	Utilities	$370,663,920	$130,442,140	35.2%	$125,394	$150,452	120%
23	Construction	$4,142,686,436	$682,615,396	16.5%	$69,085	$60,153	87%
31	Food, Textile, and Apparel Manufacturing	$507,220,412	$44,784,832	8.8%	$51,348	$44,830	87%
32	Wood, Paper, Petroleum, Chemical Manufacturing	$1,061,263,228	$128,980,212	12.2%	$72,053	$97,935	136%
33	Metal, Machinery, and Transportation Manufacturing	$1,458,320,540	161,475,900	11.1%	$68,463	$77,261	113%
42	Wholesale Trade	$6,022,164,896	$529,829,724	8.8%	$83,661	$75,410	90%
44	Traditional and High Value Retailers	$3,765,361,760	$805,446,076	21.4%	$53,906	$50,221	93%
45	Specialty and General Retailers	$3,049,769,980	$447,138,540	14.7%	$43,977	$34,835	79%
48	Transportation	$5,878,091,048	$96,004,808	1.6%	$85,720	$63,875	75%
49	Warehousing	$1,764,618,804	$150,489,896	8.5%	$57,474	$74,574	130%
51	Information	$2,630,530,144	$332,196,376	12.6%	$139,277	$152,664	110%
52	Finance and Insurance	$8,826,477,000	$552,912,456	6.3%	$160,642	$95,231	59%
53	Real Estate and Rental and Leasing	$2,498,419,488	$137,683,448	5.5%	$68,907	$54,680	79%
54	Professional, Scientific, and Technical Services	$12,062,630,224	$892,894,588	7.4%	$117,240	$85,461	73%
55	Management of Companies and Enterprises	$1,750,969,452	$71,826,780	4.1%	$142,459	$111,359	78%
56	Administrative and Support and Waste Management and Remediation Services	$4,110,029,460	$530,660,940	12.9%	$54,764	$53,317	97%
61	Educational Services	$392,505,604	$312,843,820	5.8%	$72,817	$52,810	73%
62	Health Care and Social Assistance	$14,130,626,580	$1,752,065,848	12.4%	$71,975	$62,798	87%
71	Arts, Entertainment, and Recreation	$1,733,738,236	$65,229,648	3.8%	$83,582	$34,845	42%
72	Accommodation and Food Services	$5,813,700,484	$478,416,252	8.2%	$43,573	$31,487	72%
81	Other Services (except Public Administration)	$2,044,076,860	$221,072,164	10.8%	$51,188	$44,779	87%
92	Public Administration	$6,660,924,752	$83,192,132	1.2%	$98,216	$77,968	79%
99	Unclassified	$45,948,804	$ 6,407,096	13.9%	$55,494	$70,408	127%
	Totals	**$96,193,812,220**	**$8,983,725,228**	**9.3%**			

Source: Quarterly Census of Employment and Wages, 2025

D. Employment Size and Structure

One of the core goals of the *2020 Economic Development Strategic Plan for South Dade* was to support small businesses' growth and their 24-month survival milestone. Proposed solutions included the creation of small business week, offering technical assistance and workshops, and the creation of a one-stop resource center to help connect small business owners to community resources- housed through the EDC of South Miami-Dade website. Although some of these proposed initiatives have yet to take off, including the development of a small business online resources portal, it is important to consider the local firm size

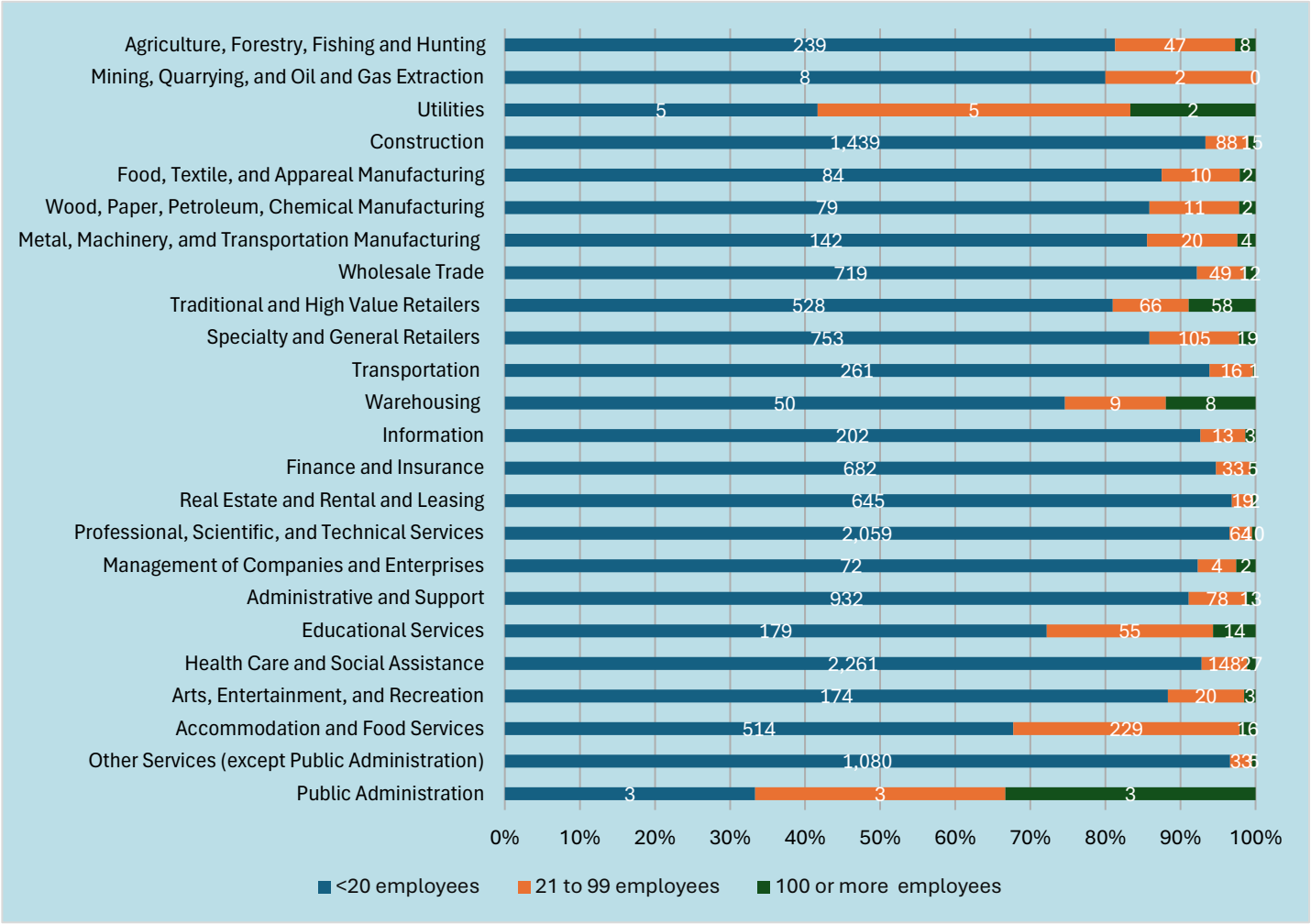
structure of South Miami-Dade. As shown in **Table 16**, 13,400 (91%) of the 14,761 employer businesses are small, having 20 or less employees. While small businesses with 20 employees or less comprise the vast number of business establishments in both South Miami-Dade and Miami-Dade County, it is significant to note that the 234 businesses in South Miami-Dade with 100+ employees generate 62,612 jobs. **Figure 4** illustrates the size composition of employer businesses in South Miami-Dade by industry.

Table 16: Business Employment Size Structure in South Miami-Dade 2025

Number of Employees	Number of Businesses	% of Businesses	Total Employees	% of Employees
<20	13,400	91%	44,240	29%
21 to 99	1,127	8%	45,187	30%
100 or more	234	2%	62,612	41%
Total	**14,761**	**100%**	**152,039**	**100%**

Source: Quarterly Census of Employment and Wages, 2025

Figure 4: Businesses by Employment Size Structure and Industry - South Miami-Dade (2025)



Source: Quarterly Census of Employment and Wages, 2025

E. Industry Clusters

Competitive and resilient local economies are characterized by the spatial concentration and organization of production and services among industry growth sectors. These concentrations or clusters consist of companies, suppliers, and services which provide inputs to each other and rely on each other for growth. Industry clusters are a central component of economic competitiveness — they bring together technology, information, specialized talent, competing companies, academic institutions, and other linkages and organizations in close proximity to yield better market information, pools of specialized talent, and faster deployment of new knowledge. Improving the performance of clusters, not just individual companies, is a central feature of leading economic development policy.

Targeting economic development resources on priority industries and industry clusters is a traditional means of strategically allocating resources and effort to support those industries where public and private investment can have the biggest impact on future economic growth. Targeting policy and programs means building on existing local strengths - identifying and applying resources on industries with proven capabilities, infrastructure, and assets on which to grow. Focusing policy, programs, and resources on a small set of critical industries has many advantages including:

- Identifying and targeting industries with the greatest local economic impact and probabilities for growth increases the effectiveness of local policy and program initiatives, ensuring that scarce dollars are invested in industries and industry clusters that will have the most significant impact on the rest of the local economy;
- Target, cluster-based strategies can improve local economic performance by addressing the common needs of local businesses, and further improve the effectiveness of local policy;
- Developing efficient and effective economic development policy is especially critical in the current political climate, as local governments will be dealing with considerably lower levels of state and federal funding support for the foreseeable future;
- Cluster strategies permit the integration and targeting of resources in ways that are consistent with the multiple goals of economic development programs: business recruitment, retention, expansion and new-business creation;
- Creating a local cluster framework as part of a local economic development strategic plan can help mobilize highly committed employers, foster collaboration by bringing together participants from targeted industries and help implement the actions identified in the collaborative process. Job creation and new entrepreneurial innovations are more likely to flourish in such a collaborative environment. Examples include Silicon Valley, California and the Research Triangle in North Carolina;
- Proper targeting of resources and programs will result in faster economic growth than scattershot efforts, or programs trying to build entirely new industries where they did not exist before; and
- A carefully target industry program and policy builds on established local industry experience, expertise, and talent, which is a critical component in creating a successful entrepreneurial ecosystem. Rates of successful new business start-ups, survival, and growth rates are considerably higher for new businesses supplying the needs of existing, established, strong local industry sectors.

The Miami-Dade Beacon Council, as part of its One Community One Goal (OCOG) Targeted Industry Strategic Plan identified and described seven "target industries" in the county. These include:

1) Aviation
2) Creative Industries
3) Financial Services
4) Hospitality & Tourism
5) Life Sciences & Health Care
6) Technology
7) Trade & Logistics

The *2020 Strategic Economic Development Plan for South-Dade* identified targeted industries which fell into two groupings: Emerging Industries and Traditional Industries. The Emerging Industries coincide, for the most part, with the OCOG target industries including Health Care, Aviation Maintenance Repair & Overhaul (MRO), Tourism, Professional Services, Logistics, and Insurance. These industries were projected "to experience significant growth within the foreseeable future." For Traditional Industries such as Defense, Agriculture, and Retail, regional growth "was expected to be slow, static, or negative when compared to the past."

F. Advanced Industries Sector

An important measure of a region's competitiveness and growth potential is the presence of business establishments in the Advanced Industries Sector. According to the Brookings Institution, the Advanced Industries Sector includes important regional core industries that drive many of the nation's best performing regional economies. From a local economic development perspective, not only do these core industries help improve economic competitiveness, but they also provide acutely needed high-skill, high paying employment opportunities.

The Advanced Industries Sector is composed of 50 industries identified at the 4-digit NAICS level, and includes manufacturing industries, chemicals, pharmaceuticals, advanced metals, industrial machinery, medical equipment manufacture, energy development and distribution, software design, data processing and hosting, and medical and diagnostic labs.

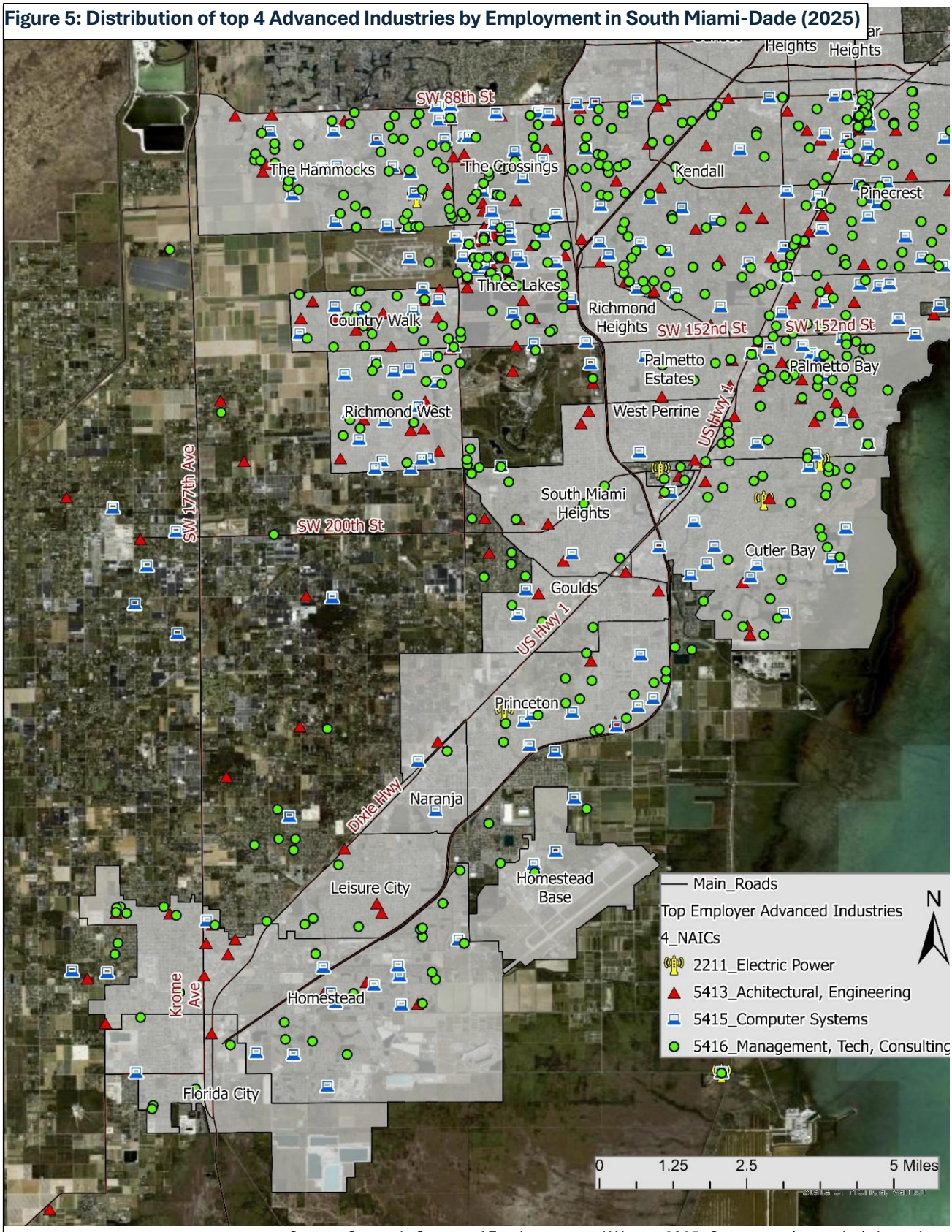
Miami-Dade County has an increasing proportion of business establishments and employees in the advanced industries sector (see **Appendix A**). Advanced industry employment in South Miami-Dade generally compares with Miami-Dade County, but at a smaller scale. South Miami-Dade is home to a significant number of establishments (349) and workers (3,152) in the advanced industry sector (**Table 17**). South Miami-Dade jobs in the advanced industries sector are largely found in Management, Scientific, and Technical Consulting Services (528 establishments), Architectural, Engineering (243 establishments, and Computer Systems Design and Related Services (230 establishments). **Figure 5** provides the spatial distribution of South Miami-Dade's top 4 advanced industries by employment.

Table 17: Advanced Industry Employer Establishment and Employment, South Miami-Dade (2025)

4-Digit	Description	Establishments	Employment	Total Payroll	Average Payroll
5413	Architectural, Engineering, and Related Services	243	1,503	$123,449,664	$82,136
5416	Management, Scientific, and Technical Consulting Services	528	1,256	$118,059,256	$93,996
2211	Electric Power Generation, Transmission and Distribution	7	803	$125,965,900	$156,869
5415	Computer Systems Design and Related Services	230	696	$78,405,280	$112,651
5182	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services	30	568	$212,955,368	$374,921
3254	Pharmaceutical and Medicine Manufacturing	6	566	$49,377,764	$87,240
3366	Ship and Boat Building	13	487	$26,500,296	$54,415
6215	Medical and Diagnostic Laboratories	40	378	$20,822,384	$55,086
3364	Aerospace Product and Parts Manufacturing	13	331	$24,209,132	$73,139
3391	Medical Equipment and Supplies Manufacturing	23	321	$37,247,308	$116,035
5417	Scientific Research and Development Services	44	184	$12,962,304	$70,447
3339	Other General Purpose Machinery Manufacturing	7	114	$7,187,536	$63,049
3345	Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	9	109	$21,828,244	$200,259
3353	Electrical Equipment Manufacturing	4	103	$3,661,496	$35,549
3341	Computer and Peripheral Equipment Manufacturing	2	101	$9,933,780	$98,354
3369	Other Transportation Equipment Manufacturing	3	84	$6,008,996	$71,536
3253	Pesticide, Fertilizer, and Other Agricultural Chemical Manufacturing	6	62	$6,451,268	$104,053
3399	Other Miscellaneous Manufacturing	12	51	$2,689,120	$52,728
3331	Agriculture, Construction, and Mining Machinery Manufacturing	4	40	$2,444,192	$61,105
3342	Communications Equipment Manufacturing	3	36	$3,747,696	$104,103

Source: Quarterly Census of Employment and Wages, 2025

Figure 5: Distribution of top 4 Advanced Industries by Employment in South Miami-Dade (2025)



Source: Quarterly Census of Employment and Wages, 2025; Geoprocessing analysis by authors

G. Economic Geography of South Miami-Dade

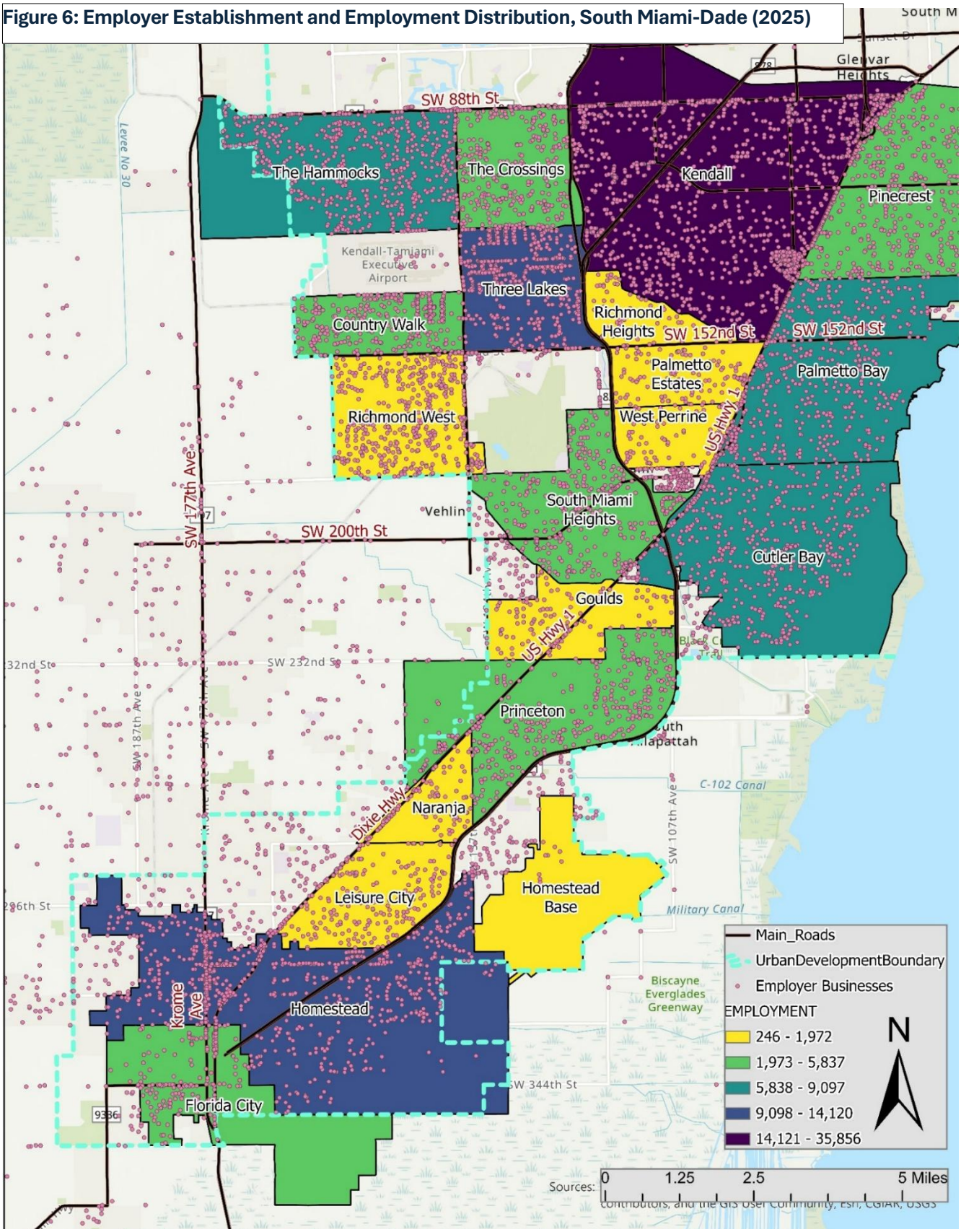
Using QCEW data, an analysis was performed to determine the spatial distribution of employer establishments in South Miami-Dade County by municipality and CDP (**Table 18**). Coordinates were available for 96.8% of establishments which account for 98.7% of total employment in the South Miami-Dade (**Figure 6**). Among the municipalities, The City of Homestead has the highest concentration of employer-based businesses (1,093) and employees (13,158). Among CDPs, Kendall (2,705/35,856) and Three Lakes (1,347/14,120) have the highest concentrations of employer establishments and employees.

Table 18: Employer Establishment and Employment by Municipalities, South Miami-Dade (2025)

GEOID	Municipalities and CDPs	Employer Businesses	Employment	Annual Payroll
1232275	**City of Homestead**	1,093	13,158	$662,610,572
1254275	**Village of Palmetto Bay**	874	6,762	$396,660,376
1215968	**Town of Cutler Bay**	755	6,378	$279,047,448
1256625	**Village of Pinecrest**	926	5,837	$360,308,432
1222975	**Florida City**	311	4,874	$391,768,308
	Municipalities Totals	**3,959**	**37,009**	**$2,090,395,136**
1236100	**Kendall CDP**	2,705	35,856	$2,617,523,788
1271741	**Three Lakes CDP**	1,347	14,120	$837,144,828
1271569	**The Hammocks CDP**	988	9,097	$585,870,148
1215055	**Country Walk CDP**	536	5,679	$345,853,592
1267575	**South Miami Heights CDP**	439	5,167	$311,216,952
1271567	**The Crossings CDP**	464	3,859	$170,479,280
1258975	**Princeton CDP**	428	3,491	$182,400,644
1260230	**Richmond West CDP**	532	1,972	$75,526,212
1239950	**Leisure City CDP**	236	1,376	$50,789,588
1254300	**Palmetto Estates CDP**	152	1,350	$47,334,236
1276700	**West Perrine CDP**	117	1,028	$47,063,448
1247700	**Naranja CDP**	137	935	$29,622,108
1226950	**Goulds CDP**	153	760	$32,094,600
1260225	**Richmond Heights CDP**	76	484	$19,215,068
1232325	**Homestead Base CDP**	36	246	$18,048,504
	CDPs Totals	**8,346**	**85,420**	**$5,370,182,996**

Source: Quarterly Census of Employment and Wages, 2025

Figure 6: Employer Establishment and Employment Distribution, South Miami-Dade (2025)



Source: Quarterly Census of Employment and Wages, 2025; Geoprocessing analysis by authors

H. Self-Employed Workers

There are 36,385 total number of self-employed workers in South Miami-Dade (**Table 19**). This represents 13.9% of total employment. Self-employed workers are a growing percentage of the labor force and include a range of occupations within a cross-sector of industries. The total number of self-employed workers has increased by 30% since 2017.

In South Miami-Dade, the largest number of self-employed workers are in Construction (9,333 workers), other services, except Public Administration (5,334 workers), and Administrative and Waste Management Services (5,027 workers). Two growing sectors of note since 2017 are Health Care and Social Assistance (68% increase) and Manufacturing (63% increase).

Table 19: Self-Employed Workers in South Miami-Dade

NAICS	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Earnings Per Job	COL Adjusted Total Current Earnings
11	Agriculture, Forestry, Fishing and Hunting	395	755	360	91%	$47,002	$42,846
21	Mining, Quarrying, and Oil and Gas Extraction	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data
22	Utilities	26	45	19	74%	$56,540	$51,540
23	Construction	7,028	9,333	2,304	33%	$41,093	$37,459
31	Manufacturing	457	744	287	63%	$47,694	$43,476
42	Wholesale Trade	384	412	28	7%	$73,557	$67,053
44	Retail Trade	1,247	1,715	468	38%	$43,030	$39,225
48	Transportation and Warehousing	1,064	1,454	390	37%	$44,311	$40,393
51	Information	236	308	71	30%	$37,715	$34,381
52	Finance and Insurance	427	715	288	68%	$102,187	$93,151
53	Real Estate and Rental and Leasing	1,740	1,814	74	4%	$60,228	$54,903
54	Professional, Scientific, and Technical Services	1,979	2,764	784	40%	$67,907	$61,902
55	Management of Companies and Enterprises	0	0	0	0%	$0	$0
56	Administrative and Support and Waste Management and Remediation Services	4,240	5,027	787	19%	$30,024	$27,369
61	Educational Services	653	818	165	25%	$35,841	$32,672
62	Health Care and Social Assistance	2,003	3,373	1,370	68%	$65,966	$60,133
71	Arts, Entertainment, and Recreation	701	815	114	16%	$39,182	$35,718
72	Accommodation and Food Services	553	958	404	73%	$38,267	$34,883
81	Other Services (except Public Administration)	4,781	5,334	553	12%	$29,327	$26,733
90	Government	0	0	0	0%	$0	$0
99	Unclassified Industry	0	0	0	0%	$0	$0
		27,916	**36,385**	**8,469**	**30%**	**$44,935**	**$40,962**

Source: LightCast 2017, 2025

I. Benchmarking South Miami-Dade's Employment Growth to Miami-Dade County: 2017-2025

The *2020 Strategic Economic Development Plan for South-Dade* identified targeted industries which fell into two groupings: Emerging Industries and Traditional Industries. Emerging Industries coincide, for the most part, with the Beacon Council's One Community One Goal (OCOG) target industries including Health Care, Aviation Maintenance Repair & Overhaul (MRO), Tourism, Professional Services, Logistics, and Insurance. These industries were projected "to experience significant growth within the foreseeable future." For Traditional Industries such as Defense, Agriculture, and Retail, regional growth "was expected to be slow, static, or negative when compared to the past."

For those Emerging Industries or critical area industries detailed within the goal was by 2027 to increase the growth in number of jobs by a multiplier of 1.5 times the historic ratio (20%) of South Miami-Dade vs. county-wide jobs for a specific industry. The plan noted that while population growth had been a considerable driver of growth and would continue to be robust for the foreseeable future, South Miami-Dade was not generating the jobs to support its resident base when compared to other areas of the county.

A benchmark analysis of industry job growth in South Miami-Dade 2017-2025 indicates the region fell short in most industry categories including the Emerging Industries targeted in the 2017 plan (**see Table 20 below**). Significant job growth shortfalls are found in Health Care and Professional, Scientific, and Technical Services, Transportation and Warehousing (Logistics), and to a lesser extent, Accommodation and Food Services (Tourism), and Finance and Insurance. The Manufacturing sector also fell way short of its targeted growth level. However, an analysis of the Aviation sector found significant growth in Aerospace Product and Parts Manufacturing.

Table 20: Industry Benchmarks (2017-2025)

NAICS	Description	2017 - 2025 Miami-Dade Job Growth	2017 - 2025 Targeted Growth for South Miami-Dade	2017 - 2025 Actual Growth for South Miami-Dade	Growth Surplus or Deficit to Targeted Growth
11	Agriculture, Forestry, Fishing and Hunting	4,124	1,237	2,050	813
21	Mining, Quarrying, and Oil and Gas Extraction	77	23	(18)	(41)
22	Utilities	624	187	(269)	(457)
23	Construction	20,455	6,137	6,183	47
31	Manufacturing	7,173	2,152	(615)	(2,767)
42	Wholesale Trade	7,072	2,122	1,964	(158)
44	Retail Trade	(1,340)	(402)	2,349	2,751
48	**Transportation and Warehousing**	**31,603**	**9,481**	**2,041**	**(7,440)**
51	Information	2,279	684	933	249
52	**Finance and Insurance**	**7,343**	**2,203**	**1,432**	**(771)**
53	Real Estate and Rental and Leasing	11,418	3,425	760	(2,666)
54	**Professional, Scientific, and Technical Services**	**33,045**	**9,913**	**5,311**	**(4,603)**
55	Management of Companies and Enterprises	2,910	873	125	(748)

NAICS	Description	2017 - 2025 Miami-Dade Job Growth	2017 - 2025 Targeted Growth for South Miami-Dade	2017 - 2025 Actual Growth for South Miami-Dade	Growth Surplus or Deficit to Targeted Growth
56	Administrative and Support and Waste Management and Remediation Services	5,693	1,708	688	(1,020)
61	Educational Services	10,417	3,125	2,318	(807)
62	**Health Care and Social Assistance**	**37,558**	**11,267**	**8,386**	**(2,881)**
71	**Arts, Entertainment, and Recreation**	**5,831**	**1,749**	**792**	**(957)**
72	Accommodation and Food Services	10,872	3,262	2,374	(888)
81	Other Services (except Public Administration)	4,715	1,415	(243)	(1,657)
90	Government	1,726	518	(3,287)	(3,805)
99	Unclassified Industry	680	204	181	(23)
		204,276	**61,283**	**33,456**	**(27,827)**

Source: LightCast 2017, 2025; Computations by authors

J. Projected Job Growth - 2025-2035

Industry job growth projections are obtained through Lightcast, which uses a variety of data sources, including the Bureau of Labor Statistics Quarterly Census of Employment, and are adjusted using wage data and the National Industry-Occupation Employment Matrix (NIOEM). Projections are derived using the last 15 years of historical employment data. Between 2025 and 2035, Miami-Dade County is projected to create 90,230 new jobs (**Table 21**), out of which South Miami-Dade is projected to capture 15.75% of this growth or 14,212 new jobs (**Table 22**).

Table 21: Employer-Based and Self-Employed Job Growth Forecast, Miami-Dade (2025- 2035)

NAICS	Description	2025 Jobs	2035 Jobs	2025 - 2035 Change	2025 - 2035 % Change
11	Agriculture, Forestry, Fishing and Hunting	16,474	18,833	2,358	14%
21	Mining, Quarrying, and Oil and Gas Extraction	609	693	84	14%
22	Utilities	3,161	3,391	230	7%
23	Construction	92,120	101,421	9,301	10%
31	Manufacturing	51,124	53,524	2,400	5%
42	Wholesale Trade	75,757	77,322	1,565	2%
44	Retail Trade	151,844	154,127	2,284	2%
48	Transportation and Warehousing	113,798	123,769	9,971	9%
51	Information	21,940	22,269	328	1%
52	Finance and Insurance	62,169	64,586	2,418	4%
53	Real Estate and Rental and Leasing	48,763	55,296	6,533	13%
54	Professional, Scientific, and Technical Services	120,600	136,305	15,705	13%
55	Management of Companies and Enterprises	12,478	13,324	846	7%

NAICS	Description	2025 Jobs	2035 Jobs	2025 - 2035 Change	2025 - 2035 % Change
56	Administrative and Support and Waste Management and Remediation Services	98,248	100,180	1,933	2%
61	Educational Services	53,912	57,505	3,593	7%
62	Health Care and Social Assistance	195,385	212,408	17,023	9%
71	Arts, Entertainment, and Recreation	25,549	28,031	2,481	10%
72	Accommodation and Food Services	139,816	151,949	12,132	9%
81	Other Services (except Public Administration)	89,411	94,262	4,851	5%
90	Government	150,381	144,254	(6,126)	(4%)
99	Unclassified Industry	1,973	2,291	318	16%
		1,525,512	**1,615,742**	**90,230**	**5.9%**

Source: LightCast 2025, 2035

Table 22: Employer-Based and Self-Employed Job Growth Forecast, South Miami-Dade (2025- 2035)

NAICS	Description	2025 Jobs	2035 Jobs	2025 - 2035 Change	2025 - 2035 % Change
11	Agriculture, Forestry, Fishing and Hunting	10,878	11,574	696	6%
21	Mining, Quarrying, and Oil and Gas Extraction	89	96	7	8%
22	Utilities	1,661	1,771	110	7%
23	Construction	24,698	27,405	2,707	11%
31	Manufacturing	5,578	5,895	317	6%
42	Wholesale Trade	7,986	8,153	167	2%
44	Retail Trade	29,267	29,746	478	2%
48	Transportation and Warehousing	4,683	5,154	470	10%
51	Information	2,807	2,885	77	3%
52	Finance and Insurance	11,094	11,373	280	3%
53	Real Estate and Rental and Leasing	5,077	5,625	548	11%
54	Professional, Scientific, and Technical Services	17,123	19,090	1,966	11%
55	Management of Companies and Enterprises	780	818	38	5%
56	Administrative and Support and Waste Management and Remediation Services	14,892	15,120	228	2%
61	Educational Services	8,452	9,001	549	6%
62	Health Care and Social Assistance	36,339	39,445	3,107	9%
71	Arts, Entertainment, and Recreation	2,887	3,147	261	9%
72	Accommodation and Food Services	17,697	19,186	1,489	8%
81	Other Services (except Public Administration)	20,123	21,455	1,331	7%
90	Government	38,670	37,969	(700)	(2%)
99	Unclassified Industry	397	482	85	21%
		261,178	**275,390**	**14,212**	**5.44%**

Source: LightCast 2025, 2035

K. The Aerospace Industry

Aerospace is part of the manufacturing sector (NAICS 31-33). It includes NAICS codes 332: Fabricated Metal Product Manufacturing and 336: Transportation Equipment Manufacturing. NAICS 336400 - Aerospace Product and Parts Manufacturing is a "national industry" classification comprising establishments primarily engaged in one or more of the following: (1) manufacturing complete aircraft, missiles, or space vehicles; (2) manufacturing aerospace engines, propulsion units, auxiliary equipment or parts; (3) developing and making prototypes of aerospace products; (4) aircraft conversion (i.e., major modifications to systems); and (5) complete aircraft or propulsion systems overhaul and rebuilding (i.e., periodic restoration of aircraft to original design specifications).

Miami-Dade County's aerospace industry is concentrated in three national industry classifications, NAICS 336412 - Aircraft Engine and Engine Parts Manufacturing, NAICS 33613 -Other Aircraft Parts and Auxiliary Equipment Manufacturing, and NAICS 33611 - Aircraft Manufacturing. Each industry has shown job growth since 2017.

Miami-Dade's Aerospace Manufacturing industry has shown significant (161%) job growth since 2017. There are currently 94 aerospace manufacturing establishments employing 2,884 workers (**Table 23**). In South Miami-Dade, there are 13 establishments employing 331 workers (**Table 24**).

Table 23: Miami-Dade Employer Aerospace Product and Part Manufacturing (2025)

6-NAICS	Description	Establishments	Employment	Total Payroll	Average Payroll
336411	Aircraft Manufacturing	20	417	$32,594,260	$78,164
336412	Aircraft Engine and Engine Parts Manufacturing	34	1,629	$151,543,048	$93,028
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing	37	776	$56,745,760	$73,126
336414	Guided Missile and Space Vehicle Manufacturing	2	15	$2,272,676	$151,512
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing	1	47	$3,480,132	$74,045
		94	**2,884**	**$246,635,876**	

Source: Quarterly Census of Employment and Wages, 2025

Table 24: South Miami-Dade Employer Aerospace Product and Part Manufacturing (2025)

6_NAICS	Description	Establishments	Employment	Total Payroll	Average Payroll
336411	Aircraft Manufacturing	4	146	$9,098,932	$62,321
336412	Aircraft Engine and Engine Parts Manufacturing	3	123	$9,111,304	$74,076
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing	6	62	$5,998,896	$96,756
		13	**331**	**$24,209,132**	

Source: Quarterly Census of Employment and Wages, 2025

Various aerospace and related occupations have significantly grown in both Miami-Dade County and South Miami-Dade between 2017 and 2025 (**Table 25-26**). In Miami-Dade County, occupations with significant growth include Airfield Operations Specialists (1,421), Commercial Pilots (868), Aircraft Mechanics and Service Technicians (679), Industrial Engineers (635), and Airfield Operations Specialists (317). Meanwhile, South Miami-Dade saw the largest increases in Aircraft Mechanics and Service Technicians (274), Engineers, All Other (161), Commercial Pilots (157), Industrial Engineers (153), and Electrical Engineers (145). The rise in technical occupations - including aircraft mechanics, industrial engineers, and electrical engineers - signals a deepening of the region's maintenance, repair, and overhaul (MRO) capabilities as well as broader engineering and manufacturing support functions.

Table 25: Aerospace and Related Occupations Growth Change, Miami-Dade County (2017-2025)

SOC	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Hourly Earnings	Median Hourly Earnings	Median Annual Earnings
17-2011	Aerospace Engineers	352	315	(37)	(11%)	$58.40	$56.98	$118,522.13
17-2071	Electrical Engineers	552	739	187	34%	$52.38	$48.30	$100,465.29
17-2112	Industrial Engineers	869	1,504	635	73%	$51.99	$48.60	$101,085.79
17-2131	Materials Engineers	45	56	11	24%	$51.10	$45.77	$95,201.99
17-2141	Mechanical Engineers	718	861	143	20%	$48.01	$43.28	$90,021.59
17-2199	Engineers, All Other	691	889	197	29%	$51.29	$43.94	$91,388.26
17-3021	Aerospace Engineering and Operations Technologists and Technicians	133	142	8	6%	$35.69	$30.16	$62,735.23
17-3024	Electro-Mechanical and Mechatronics Technologists and Technicians	26	30	4	17%	$35.30	$33.49	$69,662.16
17-3026	Industrial Engineering Technologists and Technicians	179	184	5	3%	$27.55	$24.71	$51,400.49
17-3027	Mechanical Engineering Technologists and Technicians	104	59	(45)	(43%)	$33.72	$33.00	$68,641.70
19-2021	Atmospheric and Space Scientists	104	99	(6)	(6%)	$53.11	$52.40	$108,984.10
19-2032	Materials Scientists	<10	37	Insf. Data	Insf. Data	$48.08	$43.18	$89,804.59
49-2091	Avionics Technicians	435	536	101	23%	$40.30	$39.33	$81,806.34
49-3011	Aircraft Mechanics and Service Technicians	3,822	4,501	679	18%	$39.49	$38.01	$79,058.11
51-2011	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	129	226	97	75%	$27.18	$27.13	$56,436.48
51-2028	Electrical, Electronic, and Electromechanical Assemblers, Except Coil Winders, Tapers, and Finishers	684	513	(171)	(25%)	$18.04	$16.59	$34,501.07
51-2031	Engine and Other Machine Assemblers	24	70	46	187%	$22.32	$23.49	$48,854.10
53-1041	Aircraft Cargo Handling Supervisors	286	294	8	3%	$34.13	$33.39	$69,456.45
53-2011	Airline Pilots, Copilots, and Flight Engineers	2,541	2,259	(282)	(11%)	$140.64	$131.48	$273,475.64
53-2012	Commercial Pilots	984	1,851	868	88%	$74.67	$73.38	$152,634.38
53-2021	Air Traffic Controllers	408	516	108	26%	$74.42	$80.63	$167,713.41
53-2022	Airfield Operations Specialists	200	1,621	1,421	711%	$47.24	$36.78	$76,504.52
53-6032	Aircraft Service Attendants	563	880	317	56%	$20.90	$19.77	$41,126.52

Source: LightCast 2017, 2025

Table 26: Aerospace and Related Occupations Growth Change, South Miami-Dade (2017-2025)

SOC	Description	2017 Jobs	2025 Jobs	2017 - 2025 Change	2017 - 2025 % Change	Avg. Hourly Earnings	Median Hourly Earnings	Median Annual Earnings
17-2011	Aerospace Engineers	50	40	(10)	(19%)	$58.60	$57.20	$118,965.62
17-2071	Electrical Engineers	120	145	25	21%	$52.36	$48.34	$100,555.38
17-2112	Industrial Engineers	116	153	38	33%	$52.00	$48.54	$100,968.98
17-2131	Materials Engineers	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
17-2141	Mechanical Engineers	108	123	14	13%	$48.58	$43.34	$90,140.81
17-2199	Engineers, All Other	136	161	25	19%	$51.07	$43.91	$91,343.08
17-3021	Aerospace Engineering and Operations Technologists and Technicians	13	13	1	5%	$35.83	$30.16	$62,735.71
17-3024	Electro-Mechanical and Mechatronics Technologists and Technicians	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
17-3026	Industrial Engineering Technologists and Technicians	26	20	(6)	(22%)	$27.73	$24.59	$51,144.83
17-3027	Mechanical Engineering Technologists and Technicians	15	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
19-2021	Atmospheric and Space Scientists	17	19	2	14%	$53.24	$52.62	$109,456.36
19-2032	Materials Scientists	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
49-2091	Avionics Technicians	34	41	8	22%	$42.25	$40.73	$84,722.23
49-3011	Aircraft Mechanics and Service Technicians	210	274	65	31%	$40.72	$39.03	$81,190.24
51-2011	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
51-2028	Electrical, Electronic, and Electromechanical Assemblers, Except Coil Winders, Tapers, and Finishers	89	62	(28)	(31%)	$18.11	$16.55	$34,417.77
51-2031	Engine and Other Machine Assemblers	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
53-1041	Aircraft Cargo Handling Supervisors	<10	<10	Insf. Data	Insf. Data	Insf. Data	Insf. Data	Insf. Data
53-2011	Airline Pilots, Copilots, and Flight Engineers	67	91	24	35%	$144.27	$133.24	$277,147.37
53-2012	Commercial Pilots	81	157	76	94%	$75.36	$74.12	$154,166.43
53-2021	Air Traffic Controllers	139	157	18	13%	$74.38	$80.62	$167,699.66
53-2022	Airfield Operations Specialists	13	101	88	689%	$47.32	$36.81	$76,571.21
53-6032	Aircraft Service Attendants	11	41	30	259%	$21.00	$19.82	$41,229.84

Source: LightCast 2017, 2025

In 2024, the Homestead Air Reserve Base (HARB) and surrounds were designated as a "Spaceport Territory" by the Florida Legislature. Currently, only the Cape Canaveral Spaceport (CCS) Launch and Landing Facility, Cecil Spaceport in Jacksonville, and the Space Coast Spaceport in Titusville are FAA licensed. Spaceport is evaluating how the recently designated Homestead Air Reserve Base (HARB) and Tyndall Air Force Base on the Florida Panhandle can be incorporated and best leverage the state spaceport system. Space Florida is focused on maximizing investment, operational efficiency and critical infrastructure challenges.

For South Miami-Dade to take advantage of the HARB Spaceport Territory designation and grow its aerospace industry, foundational capacity-building will need to be strategized. Capacity-building should focus on four areas of opportunity and improvement: land use planning, robust infrastructure and utilities, a skilled workforce, and strong partnerships.

- ***Land use planning*** – land use planning for aerospace manufacturing prioritizes siting facilities near airports and spaceports and logistics hubs with compatible zoning. Key strategies include developing shovel-ready sites. Local governments often use comprehensive plans to zone surrounding land for light or heavy industrial use that supports the aviation industry, such as aviation parts, maintenance, and logistics. South Miami-Dade has a limited amount of industrial land, but there exists a large area of vacant land within the Spaceport Territory owned by Miami-Dade County that already has been targeted for potential aerospace manufacturing. There is also a scattering of commercial land throughout South Miami-Dade that may be suitable for aerospace uses.

- ***Robust infrastructure and utilities*** – aerospace development requires providing robust infrastructure and utilities planning. Site development costs often present public infrastructure challenges especially water and sewer, access roads and the overall surrounding road network. Utilities include electric power, natural gas and municipal water and wastewater. Planning should include high-capacity power for advanced manufacturing, specialized transport, and fiber connectivity.

- ***Skilled workforce*** – growing and locating aerospace manufacturing in a region requires an ample supply of skilled and highly skilled workers. Aerospace manufacturers and their suppliers need locations with a robust talent pool and efficient supply chain network. Aerospace manufacturing's higher salaries and wages rank substantially above the national average and can jump-start economic prosperity for the entire region.

- ***Strong partnerships*** – Building ecosystems for the growth of South Miami-Dade's Aerospace Industry will require cultivating partnerships between private industry and government and extend to academia and research institutions, particularly for training the future workforce. The ecosystem of institutions must include universities, community colleges, and trade schools. Highly efficient public-private partnerships will need to play a key role in ensuring successful outcomes for private investment in Aerospace and government support for critical infrastructure investment.

Appendices

Appendix A: Advanced Industry Employer Establishment Counts and Employment, Miami-Dade (2025)

4-Digit	Description	Establishments	Employment	Total Payroll	Average Payroll
5416	Management, Scientific, and Technical Consulting Services	6,831	22,481	$2,732,945,524	$121,567
5413	Architectural, Engineering, and Related Services	1,733	12,997	$1,227,046,656	$94,410
5415	Computer Systems Design and Related Services	2,541	12,758	$2,067,926,300	$162,089
6215	Medical and Diagnostic Laboratories	277	3,118	$208,092,452	$66,739
3364	Aerospace Product and Parts Manufacturing	94	2,884	$246,635,876	$85,519
5417	Scientific Research and Development Services	477	2,797	$387,781,060	$138,642
2211	Electric Power Generation, Transmission and Distribution	79	2,458	$327,270,092	$133,145
3399	Other Miscellaneous Manufacturing	228	2,288	$123,360,372	$53,916
5182	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services	361	2,150	$496,854,180	$231,095
3254	Pharmaceutical and Medicine Manufacturing	77	2,147	$164,857,872	$76,785
3391	Medical Equipment and Supplies Manufacturing	169	1,747	$196,914,964	$112,716
3366	Ship and Boat Building	65	1,435	$91,594,632	$63,829
3345	Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	71	917	$89,746,156	$97,869
3339	Other General Purpose Machinery Manufacturing	55	505	$32,833,420	$65,017
3363	Motor Vehicle Parts Manufacturing	33	430	$34,826,956	$80,993
3342	Communications Equipment Manufacturing	37	364	$29,821,564	$81,927
3353	Electrical Equipment Manufacturing	19	318	$16,070,312	$50,536
3351	Electric Lighting Equipment Manufacturing	27	261	$15,409,072	$59,039
3362	Motor Vehicle Body and Trailer Manufacturing	18	246	$13,138,752	$53,410
3279	Other Nonmetallic Mineral Product Manufacturing	34	228	$13,834,212	$60,676

Source: Quarterly Census of Employment and Wages, 2025

Appendix B: South Miami-Dade Zip Codes

33030
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Appendix C: Means of Transportation to Work South Miami-Dade (2017-2024)

	Workers 16 years and over	Public transportation	Walked or Biked	Taxicab, motorcycle, or other means	Workers 16 years and over	Public transportation	Walked or Biked	Taxi or ride-hailing ,motorcycle, or other	Public transportation	Walked or Biked	Taxi or ride-hailing ,motorcycle, or other
	2017				**2024**				**% Point Change 2017-2024**		
Town of Cutler Bay	22,195	2.90%	0.80%	1.60%	22,441	1.20%	0.40%	2.40%	-1.7	-0.4	0.8
Florida City	3,910	10.20%	2.60%	5.00%	4,388	4.80%	0.20%	1.30%	-5.4	-2.4	-3.7
Homestead	27,723	6.70%	1.40%	1.60%	37,804	2.10%	1.10%	1.70%	-4.6	-0.3	0.1
Village of Palmetto Bay	11,417	2.60%	0.30%	0.90%	12,353	2.60%	1.10%	3.60%	0	0.8	2.7
Village of Pinecrest village	9,179	6.50%	0.70%	1.30%	8,455	3.00%	1.30%	1.20%	-3.5	0.6	-0.1
Census Designated Places (Unincorporated)											
Country Walk CDP	7,702	1.80%	0.00%	1.30%	10,087	0.70%	0.40%	1.10%	-1.1	0.4	-0.2
Goulds CDP	3,944	4.70%	1.00%	4.70%	6,184	3.30%	2.30%	0.10%	-1.4	1.3	-4.6
Homestead Base CDP	121	14.90%	42.20%	0.00%	141	20.60%	22.70%	0.00%	5.7	-19.5	0
Kendall CDP	38,247	4.00%	1.50%	0.60%	39,445	3.40%	1.60%	1.90%	-0.6	0.1	1.3
Leisure City CDP	10,417	5.20%	0.50%	1.40%	11,756	1.90%	0.40%	2.10%	-3.3	-0.1	0.7
Naranja CDP	3,879	5.60%	0.00%	0.40%	6,914	2.40%	0.30%	1.70%	-3.2	0.3	1.3
Palmetto Estates CDP	7,484	9.00%	1.00%	2.70%	7,510	2.10%	0.00%	2.60%	-6.9	-1	-0.1
Princeton CDP	12,140	3.60%	0.50%	2.10%	20,930	2.80%	0.80%	1.50%	-0.8	0.3	-0.6
Richmond Heights CDP	5,070	13.20%	0.00%	3.20%	4,876	2.80%	0.00%	3.70%	-10.4	0	0.5
Richmond West CDP	18,695	2.30%	0.60%	1.00%	17,441	1.30%	0.30%	1.30%	-1	-0.3	0.3
South Miami Heights CDP	17,709	3.70%	1.10%	2.40%	18,145	1.80%	0.30%	1.20%	-1.9	-0.8	-1.2
The Crossings CDP	11,409	2.00%	0.70%	1.60%	12,090	0.60%	0.30%	1.40%	-1.4	-0.4	-0.2
The Hammocks CDP	30,004	2.60%	1.60%	1.50%	30,005	1.60%	0.50%	2.00%	-1	-1.1	0.5
Three Lakes CDP	8,484	2.20%	0.40%	0.80%	9,172	0.90%	1.20%	1.30%	-1.3	0.8	0.5
West Perrine CDP	4,040	8.00%	0.00%	3.20%	4,864	2.20%	0.30%	7.70%	-5.8	0.3	4.5
South Miami-Dade	**253,769**	**4.26%**	**0.99%**	**1.56%**	**285,001**	**2.13%**	**0.79%**	**1.90%**	**-2.1**	**-0.2**	**0.3**
Miami-Dade County	**1,251,193**	**5.20%**	**2.70%**	**1.40%**	**1,356,445**	**3.30%**	**2.50%**	**2.30%**	**-1.9**	**-0.2**	**0.9**

Source: U.S. Census Bureau, 2017 and 2024 American Community Survey 5-Year Estimates

AGENDA ITEM NO. 12.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
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 PALMETTO BAY PARK AT NO COST ON MARCH 13, 2027, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Fanny Carmona, Parks & Recreation Director)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Cystic Fibrosis Foundation Kickball Tournament 2027.doc
RESOLUTION-Cystic Fibrosis Kickball Tournament PBP 2027.doc
2027 Event-Facility Use Request Questionnaire.pdf
Palmetto Bay Park Kickball Site Plan 25 .pdf

To: Honorable Mayor and Village Council

Date: July 6, 2026

From: Nick Marano, Village Manager

Re: Fee Waiver to the Cystic Fibrosis Foundation – Cure CF Miami for March 13, 2027, Kickball Tournament at Palmetto Bay Park

---

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 13, 2027, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

The Cystic Fibrosis Foundation – Cure CF Miami is a local organization dedicated to fundraising efforts to aid in the research and development of treatments for Cystic Fibrosis complications. Toward this effort, the Cystic Fibrosis Foundation – Cure CF Miami is requesting a waiver of all fees to include utilization of the ballfields and associated amenities, cost for one (1) Police Officer, and registration fee for one (1) team representing the Village of Palmetto Bay, for the purpose of conducting a fundraising kickball tournament on March 13, 2027. Teams will compete with the goal of ultimately playing with or against a team of celebrities. The Cystic Fibrosis Foundation – Cure CF Miami will follow all governing guidelines and make every effort to ensure the wellbeing of participants and spectators; and will comply with all applicable rules, regulations and Ordinances. Operationally, the tournament does not require marked/lined fields with the exception of the finals. In that teams arrive only for their respective game(s), parking issues normally associated with large tournaments are not anticipated. Overall, it's a fun day for all to enjoy.

FISCAL IMPACT:

It is estimated that the formal rental cost of the needed fields would not exceed $1060.

Additional staff cost to accommodate this event will not exceed $300. Registration for entry of one (1) Palmetto Bay Team will not exceed $650. Estimated cost for one (1) Police Officer will not exceed $750. For a total of $2,760.

Attachments (3):

- Request Letter
- Site Plan
- Incorporation Status

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 13, 2027, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

WHEREAS, the Cystic Fibrosis Foundation has committed millions of dollars in researching treatments for Cystic Fibrosis; and

WHEREAS, this organization is continually conducting research to study this disease with the goal of developing a treatment and making a difference for people suffering from this condition; and

WHEREAS, Cure CF Miami is a local organization dedicated to raising funds to assist the Cystic Fibrosis Foundation's efforts in developing treatments, and wishes to conduct a one-day fundraising kickball tournament at Palmetto Bay Park; and

WHEREAS, the Cystic Fibrosis Foundation – Cure CF Miami is requesting a waiver of all fees for the utilization of the ballfields and associated amenities, cost of one (1) Police Officer, and registration for entry of one (1) Palmetto Bay team.

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

Section 1. The Cystic Fibrosis Foundation – Cure CF Miami is hereby authorized to use Palmetto Bay Park on March 13, 2027, for the purpose of conducting a fundraising kickball tournament, including scheduled games and associated activities.

Section 2. Any and all established user fees for the utilization of the ballfields and associated amenities, cost of one (1) Police Officer, and registration for entry of one (1) Palmetto Bay team are hereby waived, and the Cystic Fibrosis Foundation – Cure CF Miami shall have use of the requested park amenities on March 13, 2027, at no cost, provided that the Foundation comply with all applicable rules, regulations and Ordinances.

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

PASSED and **ADOPTED** this _____ day of July 2026.

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 _____

Event/Facility Use Request Questionnaire

Date: 7/3/25

Event Name: Kick CF With Bryant McKinnie & Friends Celebrity Kickball Tournament

Name of Organization: Cure Cystic Fibrosis Miami Foundation

Name of Organizer: Jerry Socherman

How many years have you conducted this event at our park? 10

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: 3/13/27

Date #2:

Date #3:

Estimated Attendance: 500 Park: Palmetto Bay Park

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Fundraiser-Kickball Tournament

Organization's Mission/Vision/Purpose:

Cure Cystic Fibrosis Miami Foundation's mission is to improve the lives of those affected with Cystic Fibrosis and to support the Cystic Fibrosis Foundation.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

A multi-team, family friendly kickball tournament. Teams compete in an effort to win the Tournament.
Celebrities will participate and play against a team of participants chosen through a drawing.
There will be a silent auction.
There is music from a DJ and possibly a choir.
Additional activities may include a Kids' Zone of games, cornhole and relays.
Refreshments are provided.
Guests and non-players are welcome to attend.
Set up begins on Friday afternoon and evening and continues on Saturday morning at 6am.
Welcome is tentatively set for 9:30am.
Play begins at 10:15am.
Tournament should end by 8pm.
Breakdown to follow.

Required Documents:

I. **Detailed Site Plan.** *Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

CLICK HERE TO UPLOAD THE SITE MAP

II. Please include the Certificate of Liability Insurance. *****Required once event is approved via Resolution***

Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157

III. Not-for-Profit Documents with Federal Tax ID # 82-3555800

CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS

****

General:

Yes	No	
☑	☐	Is this event open to the general public?
☑	☐	Will there be an admission fee? If yes, please provide amount(s): $20 - $25
☑	☐	Will you have music? Live ☑ Taped ☐ DJ ☑
☑	☐	Will there be on-site registration? Limited
☑	☐	Will there be sponsors or vendors on-site? If yes, please list them below.

Please review Noise ordinance. ***You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.***

To be determined

Will your event require tents? Size: 10'x10' Quantity: Approx 25

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

*Tents larger than 10' x10'require a separate permit from the building department.

Will your event require a stage, or platform? Size: No Quantity: _____

**Will require a separate permit from the building department.*

Insert Image of Stage HERE (if applicable):

Area/Amenity of park to be used: (*Please check all that apply*)

☐ Recreation Room	☑ Gazebo/Pavilion	☐ Meditation Garden	☑ Picnic Area	☑ Ball Field # All
☑ Soccer Field	☑ Football Field	☑ Open Field Area	☐ Volleyball Courts	☐ Playground
☐ Basketball Courts	☐ Skate Park	☐ Amphitheater	☐ Covered Terrace	☐ Open Terrace
☐ Tennis Courts	☐ Racquetball Courts	☐ Walking/Jogging Trails	☑ Entire Park	☐ Other _____

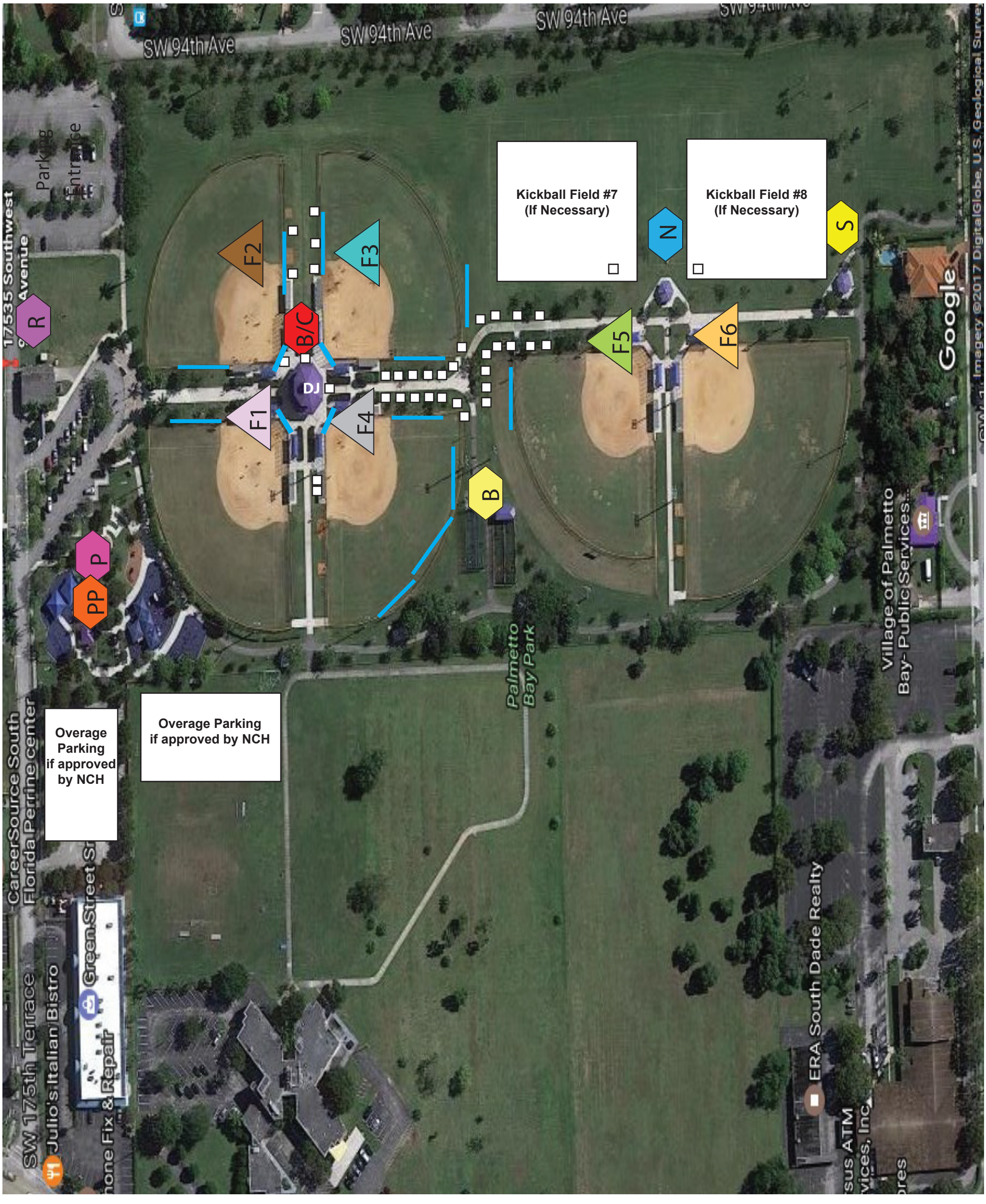
Vendors: Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

- ☐ Caterer _____
- ☐ Food Trucks _____
- ☐ Amusement Rides (Bounce House, Mechanical etc.) _____
- ☑ Other Tents, Tables, Chairs - Vendor to be determined

Locations are estimates.

- ☐ **Tents are 10’x10’**
- **Banner Locations**

Stage is eliminated



AGENDA ITEM NO. 12.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Olga Cadaval, Human Resources

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INTERLOCAL AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO RENEW A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Olga Cadaval, Communications Director)*

SUGGESTED ACTION:

ATTACHMENTS:
20260706-Memo-MDC Film Permitting Agreement.doc
20260706-RESO-MDC Film Permitting Agreement.doc
Village of Palmetto Bay Interlocal Agreement for Filming 2026 Renewal.pdf

To: Honorable Mayor and Village Council

Date: July 6, 2026

From: Nick Marano, Village Manager

Re: Renewal of Interlocal Agreement With Miami-Dade County for Film Permitting

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO INTERLOCAL AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO RENEW A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Olga Cadaval, Communications Director)*

BACKGROUND AND ANALYSIS:

In 2017, the Village of Palmetto Bay entered into a five-year agreement with the Miami-Dade County Film Office to facilitate commercial production of film and photography activities within the boundaries of the Village. Said agreement included an extension option for another five-year term, which expired in June 2026.

The Village desires to continue its relationship with the County for the provision of a one-stop permitting service, which includes issuing the permits and securing all required documents and insurance certificates. The Interlocal Agreement ensures that the Village will be informed of all production activity on both private and public property and maintain its ability to reject a permit if determined to not be in the best interest of the Village. Under the Agreement, Miami Dade County will nationally market the Village of Palmetto Bay as a viable film production location. The intent of the Agreement is to establish relationships and responsibilities for the coordination of film events in Palmetto Bay.

FISCAL/BUDGETARY IMPACT:
There is no budgetary impact.

RECOMMENDATION:
Approval is recommended

Attachments (1):
Exhibit A – Interlocal Agreement with Miami-Dade County for Film Permitting

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INTERLOCAL AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO RENEW A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Olga Cadaval, Communications Director)*

WHEREAS, the Village of Palmetto Bay has a pre-existing Interlocal Agreement with the Miami-Dade County Film Office to facilitate commercial production of film and photography activities within the boundaries of the Village, approved by Resolution No. 2017-002; and,

WHEREAS, the existing Interlocal Agreement was approved for a five-year (5) year period with the option to extend for another five-year (5) year term, which expired in June 2026; and,

WHEREAS, Miami-Dade County has offered to continue the relationship with the Village and to enter into an Interlocal Agreement for a new (5) year period with two (2) renewal terms to implement a one-stop permitting process, including issuing the permits and securing all required documents and insurance certificates; and

WHEREAS, the Interlocal Agreement ensures that the Village will be informed of all production activity on both private and public property and retain the ability to reject a permit; and

WHEREAS, under the Agreement, Miami Dade County will market the Village of Palmetto Bay as a viable film production location; and

WHEREAS, the intent of the Agreement is to establish relationships and responsibilities for the coordination of film events in Palmetto Bay.

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

Section 1. The above clauses are true and correct and are incorporated herein by this reference.

Section 2. The Village Manager is authorized to execute the Interlocal Agreement with Miami-Dade County for Film Permitting for a period of five (5) year and two (2) renewal terms, attached hereto as Exhibit A.

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

PASSED and **ADOPTED** this _____ day of July 2026.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

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

_____
John J. Quick
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 _____

INTERLOCAL AGREEMENT
FILM PERMITTING

MIAMI-DADE COUNTY – VILLAGE OF PALMETTO BAY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between Miami-Dade County, Florida ("County") and Village of Palmetto Bay ("City").

WHEREAS, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office"); and

WHEREAS, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to permit for use of municipal property and services; and

WHEREAS, the various municipalities have expressed willingness to enter into agreement with Miami-Dade County to perform this function on their behalf:

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, Miami-Dade County and the City hereto agree as follows:

1. Purpose: The City hereby authorizes the County, through its Film Office, to issue permits to film and still photography production companies allowing them to utilize City facilities and services as authorized by the City.

2. Term: The City grants authorization to the County, through its Film Office, to issue permits for the period of five years, commencing ten (10) days from the date of approval of this Agreement by both parties.

3. Option to Renew: The County or the City may, upon written notice to the other thirty (30) days prior to the expiration of this Agreement, renew the Agreement for two (2), five (5) year periods.

4. Cancellation: This Agreement may be canceled by either party by providing written notice of intention to terminate, with 30 days prior notice, with or without cause. Any permits which may have been issued prior to termination, but covering dates after the termination date will be honored.

5. Liaison: The City will appoint a representative to act as liaison to the Film Office, and who will coordinate City facilities and services, and who shall have the authority to authorize the issuance of permits by the County on behalf of the City.

6. Advance Notice: The County agrees to provide written notice to the City, via email and U.S. mail, of requests for City facilities or services within one working day of receipt of the request from a production company for such service. The City retains the right to deny

issuance of a permit based on insufficient advance notice.

7. Insurance: The County, through its Film Office agrees to obtain from any production company issued a permit for the City, an insurance certificate, naming the City as additionally insured, in the amount of one million dollars ($1,000,000.00) for film production and for still photography, providing for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the City has not waived said requirement, the County shall assume liability under state tort law, subject to the limitations in Section 768.28,Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the City as an additional insured in the amounts described above.

8. Refusal: The City Manager or his/her designee maintains the discretion to reject any permit application if the Manager or designee determines that it would not be in the best interest of the City to approve the permit application, and the granting of the permit would not serve to promote the general welfare of the community.

9. Guidelines: The City agrees to provide, in writing, guidelines to govern the issuance of permits issued on the City behalf. These guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

10. Facilities: The City agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the City may own or control and may be requested by a production company.

11. Collections: The City agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The County shall not issue permits to film and still photography production companies that have unpaid fees or charges assessed by the City under this section, provided the City has notified the County of such unpaid fees or charges.

12. Hold Harmless: The City agrees that they will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the City, where the permit was issued with the appropriate authorization of the City's Liaison. However, nothing contained in this Agreement shall be construed or is intended to be construed as a waiver of the Village's rights, privileges, immunities or limitations as defined in Section 768.28, Florida Statutes.

13. Facility Photo File: The City agrees to provide the County with photographs of available areas or facilities which the City wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the City, County and South Florida to the film industry.

14. Notice: All legal notices regarding this Agreement must be sent to the following address:

Miami - Dade County
Attn: Office of Film & Entertainment
111 NW 1st Street, Suite #1032
Miami, FL 33128

Village of Palmetto Bay
Village Mayor, Karyn Cunningham
9705 East Hibiscus Street
Palmetto Bay, FL 33157

15. Amendment: This Agreement may be amended only by the mutual written consent of both parties.

16. Entire Agreement: This Agreement, and any Exhibits to this Agreement, contain the sole and entire agreement entered into by the parties with respect to the subject matter of the Agreement, and supersede any and all other prior written or oral agreements.

17: Severability and Savings Clause: If any term or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the reminder of this Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Governing Laws: The laws of the State of Florida shall govern this Agreement. This Agreement is subject to and shall be interpreted to effectuate its compliance with the Miami-Dade County Charter and the City Charter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
Daniella Levine Cava
County Mayor

Approved by County Attorney as
to form and legal sufficiency.

By: _____

Village of Palmetto Bay

By:_____
Name:
Title:

Signed in the presence of:

Witness:_____ Witness: _____

Print Name:_____ Print Name:_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day_____ of, 2026, before me,_____ an officer duly authorized to administer oaths and take acknowledgments, appeared [ ] in person or [ ] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the_____of_____, an existing Corporation under the laws of the State of _____, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 2026.

_____ (SEAL)
Notary Public

_____
Print Name

NOTARY SEAL / STAMP Notary Public, State of _____

My Commission expires: _____

AGENDA ITEM NO. 12.I

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Alessia Bencomo, Procurement
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF GENESIS PRIME GROUP, LLC. PURSUANT TO RFP# 2026-12-013 TO UPGRADE AND PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND SUPERVISION NECESSARY TO REPLACE THE EXISTING PRESSURIZED IRRIGATION PUMP STATION AT PALMETTO BAY PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($98,500.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo - PBP Irrigation.doc
Reso - PBP Irrigation.docx
Exhibit A - Recommendation - RFP# 2026-12-013.pdf

Exhibit B - Evaluation and Score Sheets - RFP# 2026-12-013.pdf
Exhibit C - Proposal - GPG.pdf

To: Honorable Mayor and Village Council

Date: June 29, 2026

From: Nick Marano, Village Manager

Re: Palmetto Bay Park – Irrigation System

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF GENESIS PRIME GROUP, LLC. PURSUANT TO RFP# 2026-12-013 TO UPGRADE AND PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND SUPERVISION NECESSARY TO REPLACE THE EXISTING PRESSURIZED IRRIGATION PUMP STATION AT PALMETTO BAY PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($98,500.00), AND PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is seeking a qualified contractors to provide all labor, materials, equipment, and supervision necessary to replace the existing irrigation pump station and upgrade the irrigation system to a fully automated and pressurized system at Palmetto Bay Park located at 17535 SW 95th Avenue, Palmetto Bay, FL 33157. A total of one (1) proposal was received, and an evaluation has determined the most advantageous pick to be the highest scored Proposer: Genesis Prime Group, LLC.

FISCAL IMPACT:

Capital Project – Parks and Recreation Department in the amount of $98,500.00.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFP# 2026-12-013
D. Proposal – Genesis Prime Group, LLC.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF GENESIS PRIME GROUP, LLC. PURSUANT TO RFP# 2026-12-013 TO UPGRADE AND PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND SUPERVISION NECESSARY TO REPLACE THE EXISTING PRESSURIZED IRRIGATION PUMP STATION AT PALMETTO BAY PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($98,500.00), AND PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village of Palmetto Bay ("Village") published RFP# 2026-12-013 ("RFP") for the "Palmetto Bay Park – Irrigation System" ("Project"), which Project includes replacing the existing irrigation pump station, establishing a fully automated and pressurized irrigation system, restoring and improving irrigation efficiency across all park areas, expanding automation capabilities to include athletic field diamonds; and

WHEREAS, the Village received a total of one (1) proposal on June 26, 2026; and

WHEREAS, the Village wishes to proceed with the selection of Genesis Prime Group, LLC. ("Contractor") as the highest-scoring responsive and responsible Proposer, as determined by staff evaluation, to complete the Project as set forth in the RFP; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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 the Contractor pursuant to the RFP for the Project is hereby approved.

Section 3. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with the Contractor in substantially the form attached to the RFP for completion of the Project.

Section 4. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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: 06/29/2026

RFP#: 2026-12-013	**Item/Service:** Palmetto Bay Park – Irrigation System

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of one (1) proposal received, Genesis Prime Group, LLC.

II. Recommendation:

a. Which proposal is being recommended? **Genesis Prime Group, LLC.**

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 ____ No _____ (Not Applicable)

(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 July 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

6/29/26

Nick Marano, Village Manager

RFP# 2026-12-013 - Palmetto Bay Park - Irrigation System					
		Genesis Prime Group, LLC.			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1	25	F. Carmona	F. Retana	M. Salado	
		20	20	20	
Evaluation Criteria No. 2	20	F. Carmona	F. Retana	M. Salado	
		15	15	20	
Evaluation Criteria No. 3	30	F. Carmona	F. Retana	M. Salado	
		28	25	25	
Evaluation Criteria No. 4	15	F. Carmona	F. Retana	M. Salado	
		15	15	15	
Evaluation Criteria No. 5	10	F. Carmona	F. Retana	M. Salado	
		10	10	5	
TOTAL	**100**	**88**	**85**	**85**	

RFP# 2026-12-013 - Palmetto Bay Park - Irrigation System			
		Genesis Prime Group, LLC.	
Criteria	Points Allowed	Points Allotted	Notes
Evaluation Criteria No. 1: Experience and Qualifications	25	20	1 yr exp. New Co but has good reviews and 1996
Evaluation Criteria No. 2: Project Approach and Understanding	20	15	
Evaluation Criteria No. 3: Cost Proposal	30	28	
Evaluation Criteria No. 4: Timeline and Ability to Meet Schedule	15	15	10 weeks-
Evaluation Criteria No. 5: References and Past Performances	10	10	
	100	88	
Reviewer Name/Signature:	Fanny Carmona		
Date:	6/29/26		

RFP# 2026-12-013 - Palmetto Bay Park - Irrigation System			
		Genesis Prime Group, LLC.	
Criteria	Points Allowed	Points Allotted	Notes
Evaluation Criteria No. 1: Experience and Qualifications	25	20	
Evaluation Criteria No. 2: Project Approach and Understanding	20	15	
Evaluation Criteria No. 3: Cost Proposal	30	25	
Evaluation Criteria No. 4: Timeline and Ability to Meet Schedule	15	15	
Evaluation Criteria No. 5: References and Past Performances	10	10	
	100	85	
Reviewer Name/Signature:	Jesten S Retana		
Date:	6-29-26		

RFP# 2026-12-013 - Palmetto Bay Park - Irrigation System			
		Genesis Prime Group, LLC.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Experience and Qualifications	25	20	ok
Evaluation Criteria No. 2: Project Approach and Understanding	20	20	very clear
Evaluation Criteria No. 3: Cost Proposal	30	25	underbudget
Evaluation Criteria No. 4: Timeline and Ability to Meet Schedule	15	15	10 weeks
Evaluation Criteria No. 5: References and Past Performances	10	5	new company, not too many
	100	85	
Reviewer Name/Signature:		Melissa Salado	
Date:		6/28/26	

4.06 Proposal Sheet

RFP# 2026-12-013
PBP – Irrigation System

Phase 1: Pump Station Replacement and Pressurized System Installation
Total Proposal Amount..... $ 67,300
Total Proposal Amount (in words) SIXTY-SEVEN THOUSAND THREE HUNDRED DOLLARS

Phase 2: Valve and Controller Integration
Total Proposal Amount..... $ 15,500
Total Proposal Amount (in words) FIFTEEN THOUSAND FIVE HUNDRED DOLLARS

Phase 3: Athletic Field (Diamond) Irrigation Automation
Total Proposal Amount..... $ 15,700
Total Proposal Amount (in words) FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS

Grand Total Proposal Amount.....$ 98,500
Grand Total Proposal Amount (in words):

NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS

Signature of Official: Jorge A. Vargas
Name: JORGE A. VARGAS
Title: MANAGER
Company: GENESIS PRIME GROUP, LLC
Date: 05/15/2026

The Proposal Sheet is presented to assist the Village in evaluating the proposal. 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 Proposal Sheet on the basis of the Work actually performed and completed.

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

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

June 26th, 2026

Village of Palmetto Bay
Attn: Alessia Bencomo,
Procurement Specialist
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

GENESIS
PRIME GROUP, LLC
A CGC COMPANY
1395 Brickell Ave. Suite 800, Miami, FL 33131
305-570-8520 – info@genesisprimegroup.com

RE: RFP No. 2026-12-013 – Palmetto Bay Park Irrigation System

Dear Ms. Bencomo and Members of the Selection Committee:

Genesis Prime Group LLC is pleased to submit this proposal in response to RFP No. 2026-12-010 for the Palmetto Bay Park Irrigation System. We have thoroughly reviewed the scope of services, including the requirements for the pump station replacement and the transition to a fully automated, pressurized system as detailed in the technical specifications and Addendum #1.

With our technical expertise and commitment to quality, we are fully prepared to execute the three phases of this project. Our team is qualified to manage the installation of the specified 25 HP Goulds and 5 HP Sta-Rite pumps, ensuring the system operates efficiently within the 470-volt power environment provided at the park.

By submitting this proposal, Genesis Prime Group LLC acknowledges and agrees to the following:

- Commitment to Scope: We are prepared to provide all labor, materials, and equipment necessary to complete the project as outlined in Section 4.0 of the RFP.
- Project Timeline: We understand the Village's objectives and are committed to meeting the project schedule.
- Compliance: We have included all required submittal forms, the 5% bid guaranty, and have acknowledged all addenda. We agree to abide by all terms and conditions set forth in the RFP.

Our firm is dedicated to providing the Village of Palmetto Bay with a high-quality, reliable irrigation system that enhances the athletic facilities and grounds of Palmetto Bay Park.

Thank you for your time and for the opportunity to bid on this project. Should you have any questions or require additional information, please contact me directly.

Sincerely,

Jorge A. Vargas, P.E., CGC
Manager
Genesis Prime Group, LLC

June 26th, 2026

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

GENESIS PRIME GROUP, LLC
A CGC COMPANY
1395 Brickell Ave. Suite 800, Miami, FL 33131
305-570-8520 – info@genesisprimegroup.com

RE: RFP No. 2026-12-013 – Palmetto Bay Park Irrigation System

COMPANY PROFILE

LEGAL NAME: Genesis Prime Group LLC
PRINCIPAL: Jorge A. Vargas
DATE ESTABLISHED: April 23, 2025
LICENSE TYPE: Certified General Contractor (CGC)
LICENSE NUMBER: CGC1538069
FEIN: 33-4963589

1. EXECUTIVE SUMMARY

Genesis Prime Group LLC is a professional General Contracting firm based in Miami, Florida. Since our inception in April 2025, we have specialized in managing infrastructure and construction projects with a focus on technical precision and municipal compliance. As a licensed Certified General Contractor (CGC), our firm is structured to deliver complex mechanical and site-utility solutions that meet the rigorous standards of public sector procurement.

2. MISSION & CORE VALUES

Our mission is to provide the Village of Palmetto Bay with high-quality, sustainable infrastructure improvements. We operate on three core pillars:

Integrity: Ensuring transparency in all bidding and project management phases.

Excellence: Delivering craftsmanship that meets or exceeds the Florida Building Code and project specifications.

Accountability: Maintaining direct principal oversight on every job site to ensure safety and efficiency.

3. MANAGEMENT TEAM

The firm is led by **Jorge A. Vargas**, Principal. Mr. Vargas provides executive leadership and project oversight, ensuring that Genesis Prime Group LLC maintains the administrative and technical capacity required for municipal contracts. Our management approach focuses on streamlined communication and strict adherence to project timelines.

4. TECHNICAL CAPACITY & RELEVANCE

Genesis Prime Group LLC possesses the specialized knowledge required to execute the replacement and automation of the Palmetto Bay Park Irrigation System (RFP No. 2026-12-013). Our technical capabilities include:

- **Pump Station Infrastructure:** Expert coordination of centrifugal and jockey pump installations and mechanical equipment upgrades.
- **System Automation:** Proven ability to manage the transition from manual systems to fully automated, pressurized irrigation controls.
- **Resource Management:** We maintain dedicated labor crews and specialized equipment scaled to handle the specific mechanical and electrical requirements of this project.

Sincerely,

Jorge A. Vargas, P.E., CGC
Manager
Genesis Prime Group, LLC

June 26th, 2026

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

GENESIS
PRIME GROUP, LLC
A CGC COMPANY
1395 Brickell Ave. Suite 800, Miami, FL 33131
305-570-8520 – info@genesisprimegroup.com

RE: RFP No. 2026-12-013 – Palmetto Bay Park Irrigation System

PROPOSED PROJECT TIMELINE

Project: RFP# 2026-12-013 – Palmetto Bay Park Irrigation System

Contractor: Genesis Prime Group LLC (CGC)

Principal Oversight: Jorge A. Vargas

Genesis Prime Group LLC proposes a total project duration of 10 weeks from the receipt of the formal Notice to Proceed (NTP). Our firm will maintain a consistent presence on-site to ensure all three phases are completed efficiently.

Phase 1: Pump Station Replacement & Pressurization (Weeks 1–4)

- **Week 1:** Site mobilization, safety staging, and coordination meeting with Village Parks Director. Procure 25 HP Goulds and 5 HP Sta-Rite pumps.
- **Week 2:** Demolition and removal of the existing non-functional pump station.
- **Week 3:** Installation of the new pump station, intake screens, and isolation valves.
- **Week 4:** Electrical integration (470-volt system) and initial pressure testing of the main line.

Phase 2: System Restoration & Automation (Weeks 5–8)

- **Week 5:** Comprehensive audit of existing manual zones and identification of line breaks using provided Exhibit A design plans.
- **Week 6:** Repair of main and lateral lines as identified during the audit.

- **Week 7:** Installation of automated control valves and transition from manual to pressurized operation.
- **Week 8:** Testing of automated zones to ensure consistent pressure and coverage across all park areas.

Phase 3: Athletic Field Integration & Closeout (Weeks 9–10)

- **Week 9:** Final extension of automated controls to the athletic field diamonds.
- **Week 10:** Final system calibration, site cleanup, and "As-Built" documentation delivery. Final walkthrough and project handover to the Village of Palmetto Bay.

Sincerely,

Jorge A. Vargas, P.E., CGC
Manager
Genesis Prime Group, LLC

June 26th, 2026

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

GENESIS
PRIME GROUP, LLC
A CGC COMPANY
1395 Brickell Ave. Suite 800, Miami, FL 33131
305-570-8520 – info@genesisprimegroup.com

RE: RFP No. 2026-12-013 – Palmetto Bay Park Irrigation System

DETAILED COST PROPOSAL

The following is a detailed breakdown of the **$98,500.00** Guaranteed Maximum Price (GMP) for the completion of the Palmetto Bay Park Irrigation System. These prices include all labor, materials, equipment, permits, insurance, and bond costs necessary for the full execution of the project.

PHASE 1: Pump Station Replacement & Pressurization

- **Demolition & Removal:** Removal and proper disposal of the existing non-functional pump station and related mechanical debris.
- **Mechanical Equipment:** Procurement and installation of (1) 25 HP Goulds High-Capacity Pump and (1) 5 HP Sta-Rite Jockey Pump.
- **Intake & Filtration:** Installation of heavy-duty intake screens and specialized filtration components.
- **Electrical & Control Systems:** Full integration with the park's 470-volt power system and installation of the master control panel.
- **Main Line Pressurization:** Testing and calibration of the main distribution line to ensure a fully pressurized state.
- **PHASE 1 TOTAL: $67,300.00**

PHASE 2: Valve and Controller Integration

- **System Restoration:** Repairing lateral and main line breaks across the park as identified in the design plans.
- **Automation Upgrades:** Conversion of manual valves to automated control valves throughout the park facilities.

- **Controller Installation:** Installation of weather-sensing automated controllers for optimized water management.

- **PHASE 2 TOTAL: $15,500.00**

PHASE 3: Athletic Field Irrigation Automation

- **Field-Specific Automation:** Extension of automated controls and optimized sprinkler head placement for the athletic field diamonds.
-
- **Final Calibration:** System-wide pressure balancing to ensure 100% coverage and water efficiency.
- **Project Closeout:** Final site restoration, "As-Built" documentation delivery, and staff training.
-
- **PHASE 3 TOTAL: $15,700.00**

GRAND TOTAL PROPOSAL AMOUNT: $98,500.00

(Ninety-Eight Thousand, Five Hundred Dollars and Zero Cents)

Sincerely,

Jorge A. Vargas, P.E., CGC
Manager
Genesis Prime Group, LLC

2029

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

VARGAS, JORGE ALBERTO

GENESIS PRIME GROUP, LLC
2533 SW 148 CT
MIAMI FL 33185

LICENSE NUMBER: CGC1538069

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2025

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.

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/17/2025 **EXPIRATION DATE:** 7/17/2027

PERSON: JORGE VARGAS **EMAIL:** JORGE.VARGAS@GENESISPRIMEGROUP.COM

FEIN: 334963589

BUSINESS NAME AND ADDRESS:

GENESIS PRIME GROUP, LLC

2533 SW 148 CT

MIAMI, FL 33185

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2026

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: JDC Partners & Associates LLC	
NSi Insurance Group 12001 SW 128 Court Suite 105 Miami FL 33186	PHONE (A/C, No, Ext): (305) 322-7988	FAX (A/C, No): (305) 441-8632
	E-MAIL ADDRESS: cary@jdcinsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GOTHAM INSURANCE CO	25569
INSURED Genesis Prime Group 2533 SW 148 CT MIAMI FL 33185	INSURER B : SCOTTSDALE INSURANCE COMPANY	41297
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	y	y	GL202500034850	07/10/2025	07/10/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	y	y	CXS4059182	07/2520/25	07/25/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2026

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: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
Genesis Prime Group 2533 SW 148th Ct Miami, FL 33185	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 708175321997574010D051426T165609 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	860719395	01/25/2026	07/25/2026	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	860719395	01/25/2026	07/25/2026	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pont

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Progressive Insurance		Genesis Prime Group 2533 SW 148th Ct Miami, FL 33185
POLICY NUMBER 860719395		
CARRIER Progressive Express Insurance Company	NAIC CODE 10193	EFFECTIVE DATE: 01/25/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist -Nonstacked	$10,000/$20,000

Description of Location/Vehicles/Special Items

Scheduled autos only

2022 FORD F350 1FT8W3DT1NED02947

Comprehensive	$500 Ded
Collision	$500 Ded

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SECTION 7.0: Required Proposal 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 proposal 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 proposal, 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: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP, LLC

Date: 06/26/2026

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Irrigation Subcontractor	AFFORDABLE IRRIGATION, INC.	198 N.W. 139 STREET NORTH MIAMI, FL 33168	786-715-5167

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: PBP – Irrigation System
Request for Proposal No. 2026-12-013

Name of Company: GENESIS PRIME 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: GENERATOR MAINTENANCE TEST AT WYNWOOD PLAZA

Initial Value of Contract: $6,500 Final Value of Contract: $6,500

Length of Contract: 1 MONTH

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:

N/A

Name of Public Entity/Company: GO POWER GENERATOR CORP

Name of Individual completing this form: LORENZO ROCA

Signature: _____ Title: PRESIDENT

Telephone: 305-607-6305 Email: GOPGCORP@GMAIL.COM

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: PBP – Irrigation System
Request for Proposal No. 2026-12-013

Name of Company: GENESIS PRIME 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: COMPLETE RESTAURANT KITCHEN RENOVATION

Initial Value of Contract: $34,000 Final Value of Contract: $34,000
Length of Contract: 2 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:

N/A

Name of Public Entity/Company: FL ELECTRICAL CORP
Name of Individual completing this form: LUIS GONZALEZ
Signature: _____ Title: OWNER
Telephone: 305-546-8674 Email: LMGPCU@YAHOO.COM

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: PBP – Irrigation System
Request for Proposal No. 2026-12-013

Name of Company: GENESIS PRIME 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 proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: NEW POOL AND GAZEBO

Initial Value of Contract: $140,000 Final Value of Contract: ON-GOING

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:

N/A

Name of Public Entity/Company: FORTE CONSTRUCTION DEVELOPERS

Name of Individual completing this form: STEPHANIE FONG

Signature: Stephanie Fong Title: GENERAL MANAGER

Telephone: 786-230-9678 Email: STEPHANIEFONG33@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 RFP 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: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP, LLC

Date: 06/26/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jorge A. Vargas being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Genesis Prime Group 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: Jorge A. Vargas

Name (typed): Jorge A. Vargas

Title: Manager

Company: Genesis Prime Group, LLC

Date: 06/26/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of JUNE, 2026, by JORGE A. VARGAS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

María Elena Vargas
NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 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 Jorge A. Vargas

For Genesis Prime Group LLC

Whose business address is: 2533 SW 148 CT, MIAMI, FL, 33185

And (if applicable) its Federal Employer Identification Number (FEIN) is: 33-4963589

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: Jorge A. Vargas

Name (typed): Jorge A. Vargas

Title: Manager

Company: Genesis Prime Group LLC

Date: 06/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or _ online notarization**, this 26 day of JUNE, 2026 by JORGE A. VARGAS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Maria Elena Vargas
NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 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: JORGE A. VARGAS, MANAGER

(print individual's name and title)

for: GENESIS PRIME GROUP LLC

(print name of entity submitting sworn statement)

whose business address is: 2533 SW 148 CT, MIAMI, FL 33185

and (if applicable) its Federal Employer Identification Number (FEIN) is: 33-4963589

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.

Signature of Official: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP LLC

Date: 06/26/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

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WITNESS my hand and official seal

Maria Elena Vargas
_____
NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 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, JORGE A. VARGAS 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:

33-4963589
Federal Employer Identification Number (If none, Social Security Number)

GENESIS PRIME GROUP LLC
Name of Entity, Individual, Partners or Corporation

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

2533 SW 148 CT, 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
JORGE A. VARGAS	2533 SW 148 CT, MIAMI, FL 33185	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: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP LLC

Date: 06/26/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of JUNE, 2026 by JORGE A. VARGAS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Maria Elena Vargas
NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We GENESIS PRIME 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 PARK-IRRIGATION SYSTEM, RFP# 2026-12-013, 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: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP LLC

Date: 06/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of JUNE, 2026 by JORGE A. VARGAS. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Maria Elena Vargas

NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 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 ITS AGENT _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP LLC

Date: 06/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of JUNE, 2026 by JORGE A. VARGAS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

María Elena Vargas
NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 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 JUNE 26, 2026 at MIAMI, FLORIDA
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Jorge A. Vargas

Name (typed): JORGE A. VARGAS

Title: MANAGER

Company: GENESIS PRIME GROUP, LLC

Date: 06/26/2026

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, JORGE A. VARGAS (the individual attesting below), being duly authorized by and on behalf of GENESIS PRIME GROUP LLC (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 26 day of JUNE, 2026.

Jorge A. Vargas

Signature of Affiant

Print or Type Name: JORGE A. VARGAS

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of JUNE, 2026 by JORGE A. VARGAS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 26 day of JUNE, 2026.

My Commission Expires: MARCH 4th, 2028

María Elena Vargas

Notary Public

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 2028

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: JORGE A. VARGAS

Title: MANAGER

Signature: Jorge A. Vargas Date: 06/26/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: GENESIS PRIME GROUP LLC ("**Company**")

Vendor FEIN: 33-4963589

Address: 2533 SW 148 CT

City: MIAMI State: FLORIDA Zip: 33185

Phone number: 305-778-7342 Email Address: JORGE.VARGAS@GENESISPRIMEGROUP.COM

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

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

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

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

Written Declaration

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

Printed Name: JORGE A. VARGAS

Title: MANAGER

Signature: Jorge A. Vargas

Date: 06/26/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI-DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of JUNE, 2026 by JORGE A. VARGAS. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Maria Elena Vargas
_____
NOTARY PUBLIC, STATE OF FLORIDA

MARIA ELENA VARGAS
Notary Public, State of Florida
Commission No. HH 499348
My Comm. Exp. Mar. 4, 2028

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-12-013

Title: Palmetto Bay Park – Irrigation System

Name of Company GENESIS PRIME GROUP, LLC

Date Addendum Received JUNE 11TH, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name JORGE A. VARGAS

Signature Jorge A. Vargas

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

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
SUBMITTED BY:	Desmond Chin, Finance
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 AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FISCAL YEAR 2026-2027; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Finance Director, Desmond Chin)*
SUGGESTED ACTION:	

ATTACHMENTS:

MAX Millage Rate FY-27 - Cover Memo 2-6900.doc
Max Millage Rate-FY27 Reso 2-6900.doc
Maximum Millage.pptx

To: Honorable Mayor and Village Council

Date: July 6, 2026

From: Nicholas Marano, Village Manager

Re: FY 26-27 Maximum Millage Rate and Budget Hearings

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 2026-2027; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration and prepared by Finance Director, Desmond Chin)

BACKGROUND AND ANALYSIS:

The procedures and timetables for taxation and the establishment of the Village budget are governed by a series of rules of both the State of Florida and Miami-Dade County. These rules are generally referred to as TRIM (Truth in Millage) rules. This resolution deals with two (2) important TRIM rules – establishment of the maximum millage rate and scheduling of formal budget public hearings.

Maximum Millage Rate:

A primary source of revenue for municipal government is the property or ad valorem tax base. Property taxes apply to commercial and residential real property, and commercial personal property. The rate at which property is taxed is referred to as the millage rate. The amount of taxes paid by a property owner is determined by multiplying the millage rate times each $1,000.00 of assessed property value.

Local jurisdictions are required, at the beginning of the budget process, to establish a maximum millage rate. This rate will be advertised by the Village and mailed by the Miami-Dade Property Appraiser. The initial maximum rate may be decreased by the Village Council during the budget process, but it cannot be increased except under extraordinary circumstances.

The Miami-Dade County Property Appraiser has estimated the Taxable Value within the Village of Palmetto Bay at approximately $5,160,000,000. This valuation represents a 5.83% increase from the July 1, 2025, Fiscal Year 25-26 preliminary value of $4,875,642,690.

It is important to highlight that while the total market value of property within the Village might have increased, this is not necessarily reflected in an individual homeowner's assessment. Homeowners are taxed based on the assessed value of their home, as compared to the appraised or fair market value of their home. Changes in the overall assessment are due primarily to three factors: new construction, resale of existing homes, and increased value of commercial property now capped at 10%. A Palmetto Bay homeowner may have realized a 5.83% increase in the market value of their home this past year, but the assessed value will only increase by the lesser of 3% or the Consumer Price Index (CPI), which is 2.7% as of December 2025. The Save Our Home (SOH) recapture clause allows the assessed value to increase as long as the market value is not exceeded. Palmetto Bay homeowners that have owned their property for a long time generally have a larger spread between their assessed value and market value and therefore might still see an increase in the assessed value.

Budget Hearing Schedule:

The Village is required to hold two formal Budget Public Hearings. There are guidelines on when these hearings must be held. Additionally, a local municipality cannot hold a budget hearing on the same date as either the County (9/3/2026 and 9/17/2026) or the School Board 7/29/2026 and 9/9/2026). There are also special advertising requirements for these hearings. The Village Charter requires that the budget be adopted no later than September 30.

It is recommended, given these constraints, that the following schedule be established:

First Budget Hearing:
Monday, September 14, 2026
7:00 PM

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

Second Budget Hearing:
Wednesday, September 23, 2026
7:00 PM

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

FISCAL IMPACT:
The millage rate at 2.6900 will provide approximately $13,186,380 Ad-Valorem receipts.

RECOMMENDATION:
The Administration is recommending using the millage rate of 2.6900 as the maximum millage for the Village of Palmetto Bay for the Fiscal Year 2026-2027.

Approval is recommended.

RESOLUTION NO. _____

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 2026-2027; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration and prepared by Finance Director, Desmond Chin)

WHEREAS, the Village has received the Certification of Taxable Value from the Miami-Dade County Property Appraiser; and,

WHEREAS, the Village is required under State Statutes to establish and furnish to the Property Appraiser the proposed maximum millage rate and the dates, times and location(s) at which public hearings will be held to consider the FY 2026-2027 millage rate and budget; and,

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

Section 1. The proposed maximum millage rate for the Village of Palmetto Bay for FY 2026-2027 is established at 2.6900 mills, which is $2.69 for each $1,000.00 of assessed property within the Village of Palmetto Bay.

Section 2. The proposed date and place of the first and second public hearings are scheduled as follows:

First Budget Hearing:
Monday, September 14, 2026
7:00 PM

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

Second Budget Hearing:
Wednesday, September 23, 2026
7:00 PM

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

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

PASSED and ADOPTED this 6th day of July, 2026.

Attest:_____ _____
Missel Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM:

_____
John Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Marsha Matson _____

Council Member Steve Cody _____

Council Member Patrick Fiore _____

Vice Mayor Mark Merwitzer _____

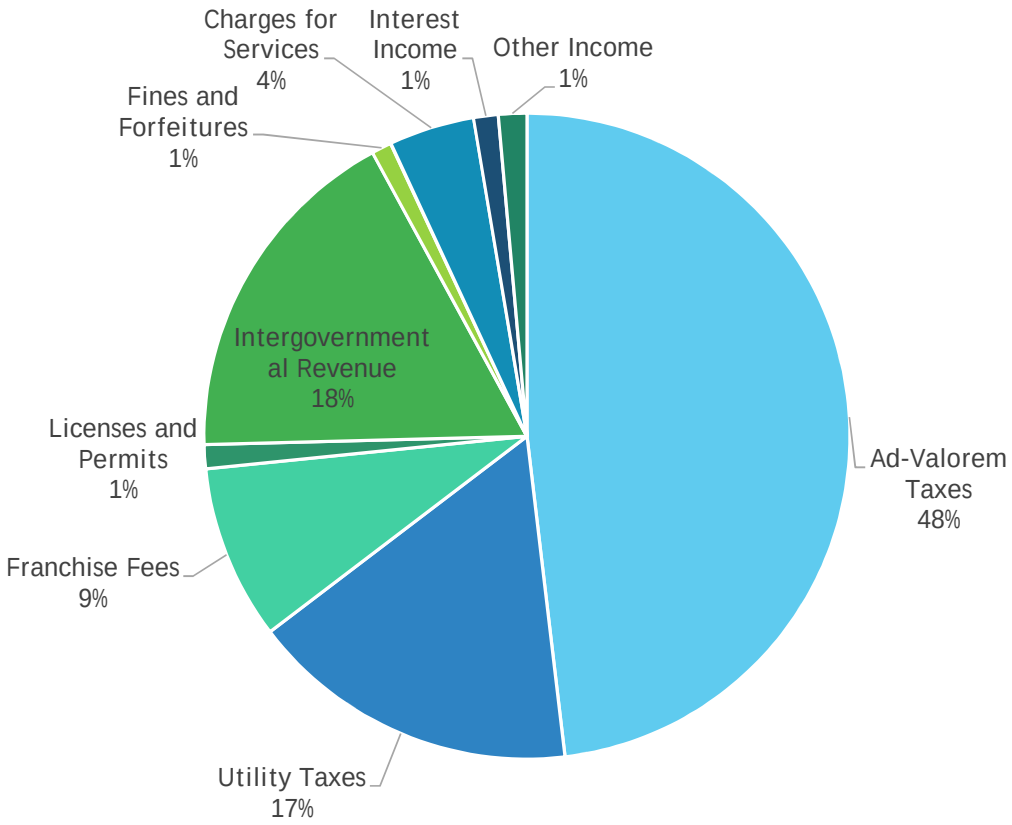
Mayor Karyn Cunningham _____

Maximum Millage Rate

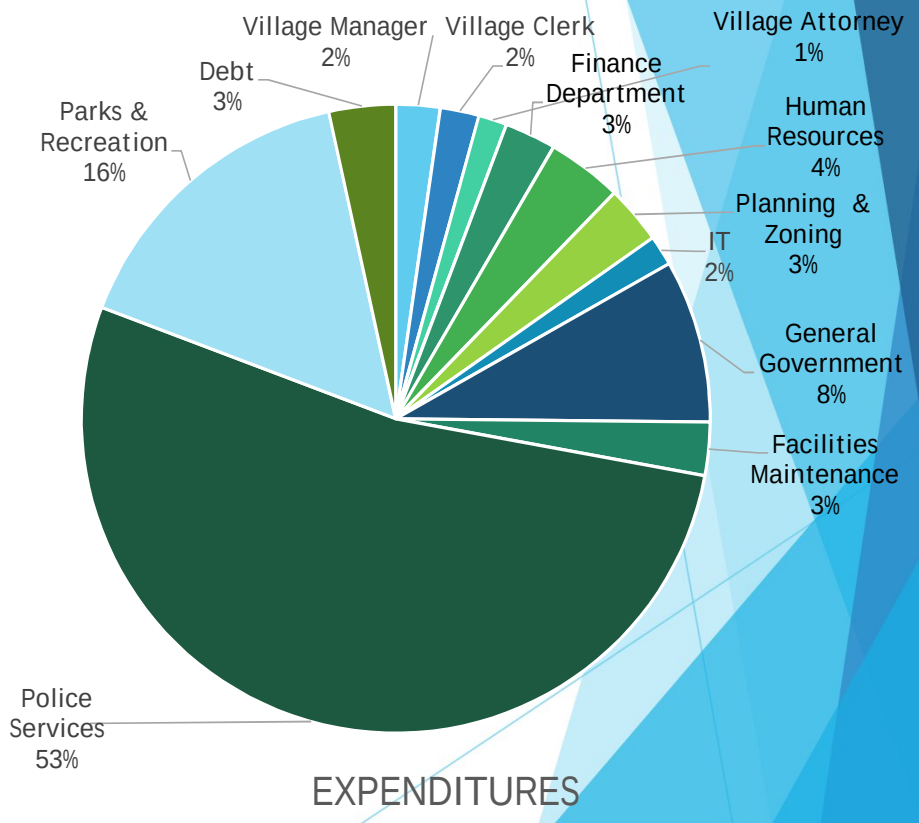
July 6, 2026

7:00pm

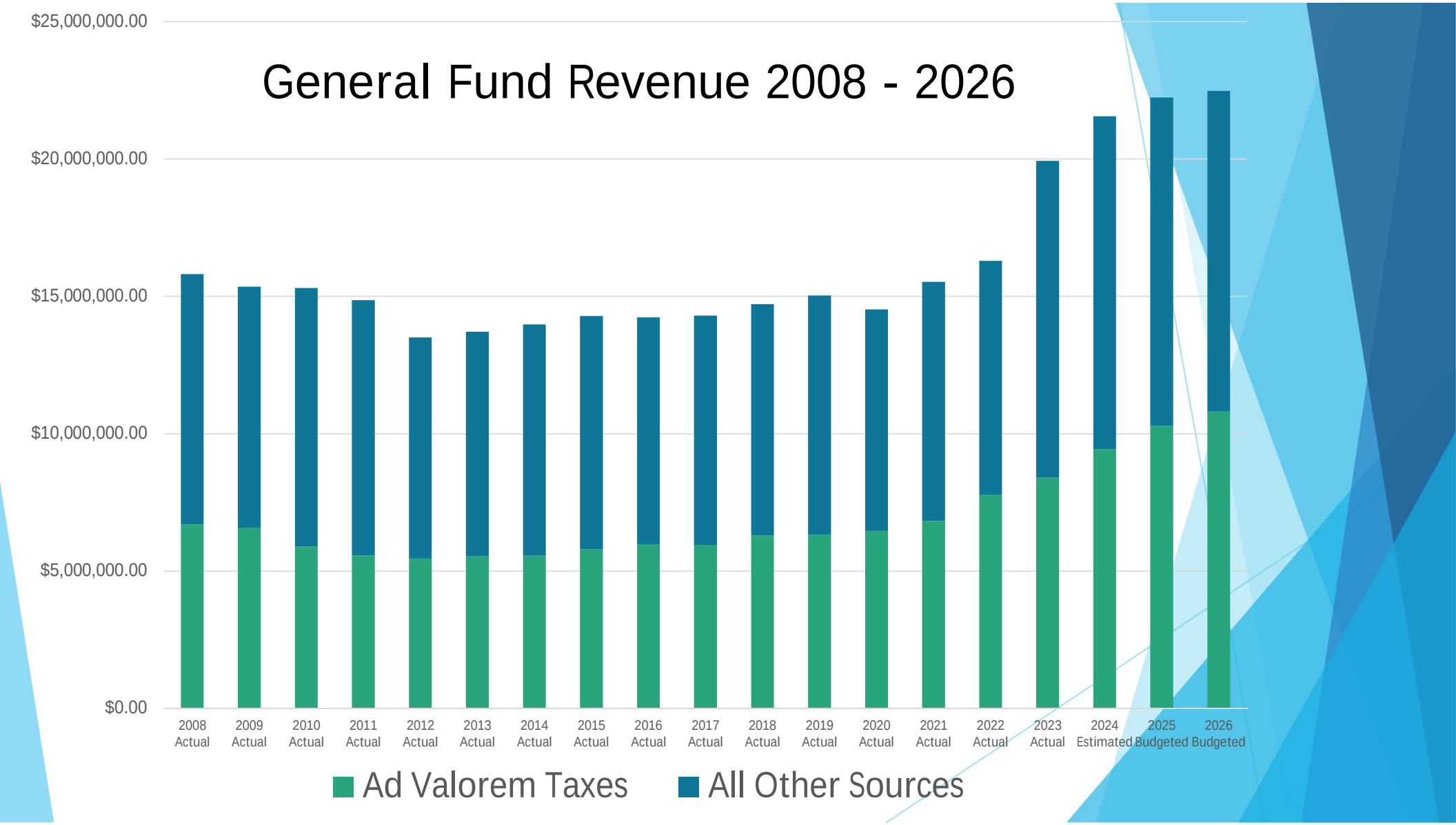
FY 26 GENERAL FUND SUMMARY

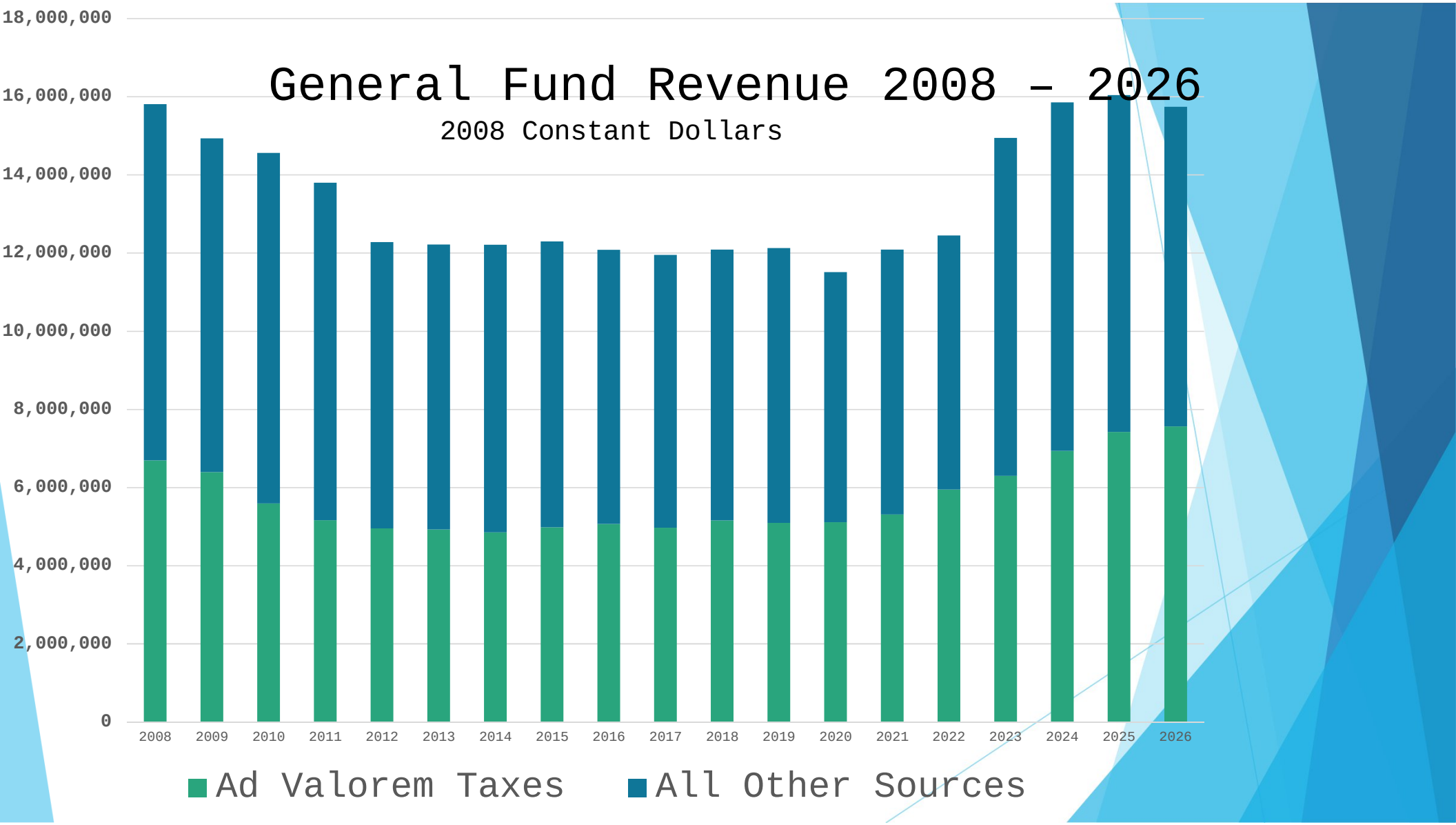


REVENUES

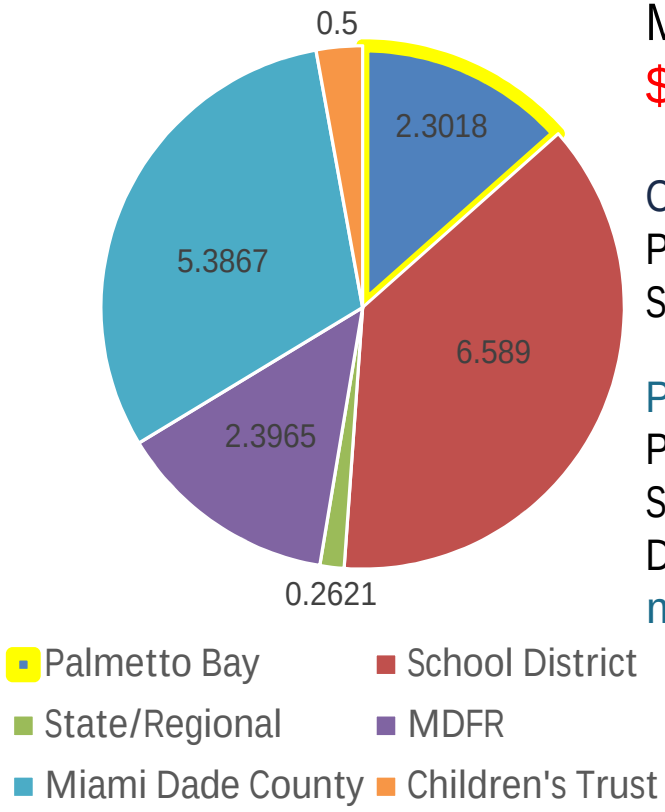


EXPENDITURES


General Fund Revenue 2008 - 2026
$25,000,000.00
$20,000,000.00
$15,000,000.00
$10,000,000.00
$5,000,000.00
$0.00
2008 Actual
2009 Actual
2010 Actual
2011 Actual
2012 Actual
2013 Actual
2014 Actual
2015 Actual
2016 Actual
2017 Actual
2018 Actual
2019 Actual
2020 Actual
2021 Actual
2022 Actual
2023 Actual
2024 Estimated
2025 Budgeted
2026 Budgeted
Ad Valorem Taxes
All Other Sources


General Fund Revenue 2008 – 2026
2008 Constant Dollars
18,000,000
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
Ad Valorem Taxes
All Other Sources

Total Millage Rate Palmetto Bay 2023-2026



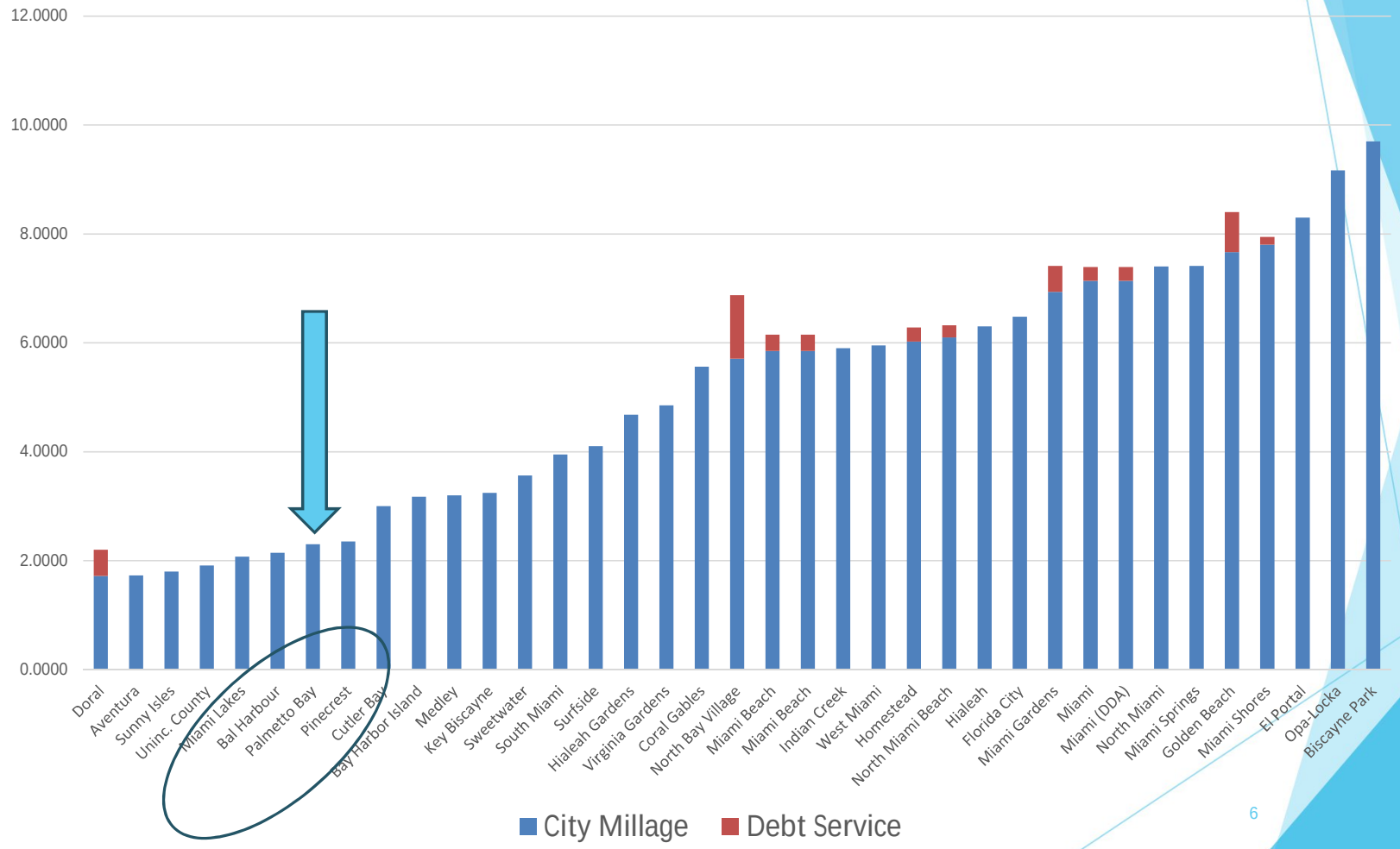
Median Taxable Residential Property
$394,284

Current Rate 2.3018 mills
Palmetto Bay Tax: $907.56 / year
Share of total tax bill: $0.13 of every $1.00

Proposed Rate 2.69 mills (Structural Balance)
Palmetto Bay Tax: $1,060.62 / year
Share of total tax bill: $0.15 of every $1.00
Difference from current rate: +$153.06 / year ($12.76 / month)

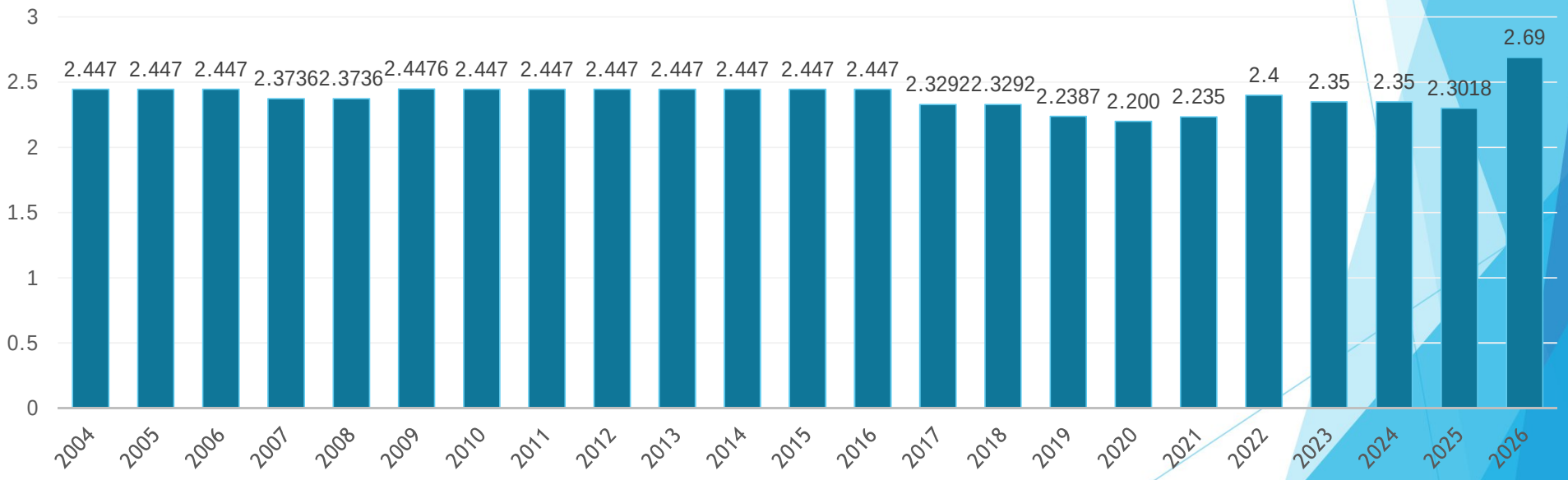
Source: Miami Dade County Property Appraiser

2025 Millage Rate Comparison



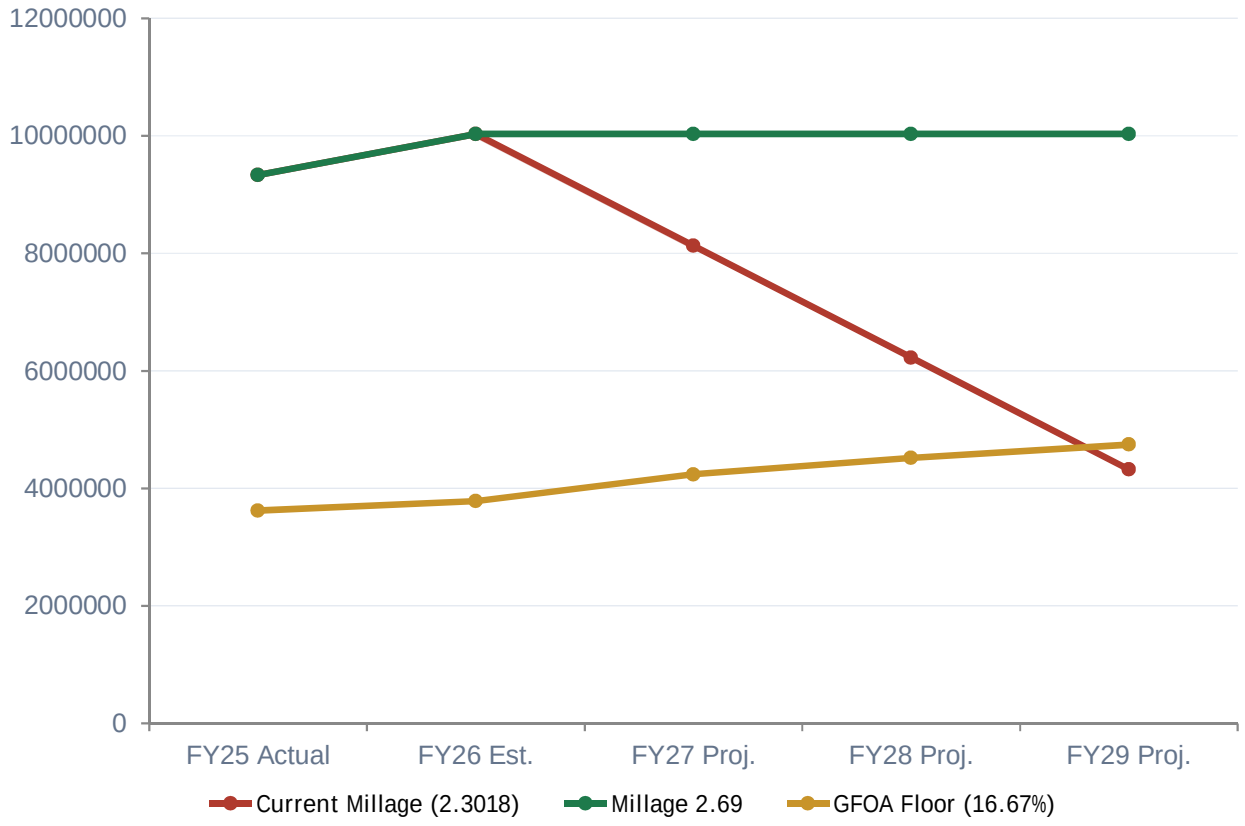
Source: Miami Dade County Property Appraiser

Millage Rate FY 04 – FY 26



2070

Unassigned Fund Balance — Trajectory to Policy Floor



FY25 Unassigned Balance

$9,330,474

Audited

Est. FY26 Year-End

$10,030,474

Surplus year

GFOA Floor (16.67% of exp.)

$4,236,639

Minimum threshold

Years to Floor @ 2.3018

~2 yrs

Without rate change

SB-4F: FY27 Maximum Millage Framework

FY26 Final Assessment
$4.887B
Taxable Value

FY27 Certified Assessment
$5.160B
+$273M (+5.6%)

FY27 Rollback Rate
2.1802
Revenue-neutral rate

Simple Majority (3/5)

Up to rollback rate

2.1802

Revenue-neutral to prior year. No hearing required beyond standard TRIM notice.

4/5 Majority Vote

Rollback to 110% of rollback

2.1802 – 2.3982

Includes current adopted rate of 2.3018. Requires 4 of 5 Council members to approve.

Unanimous Vote

Above 110% of rollback

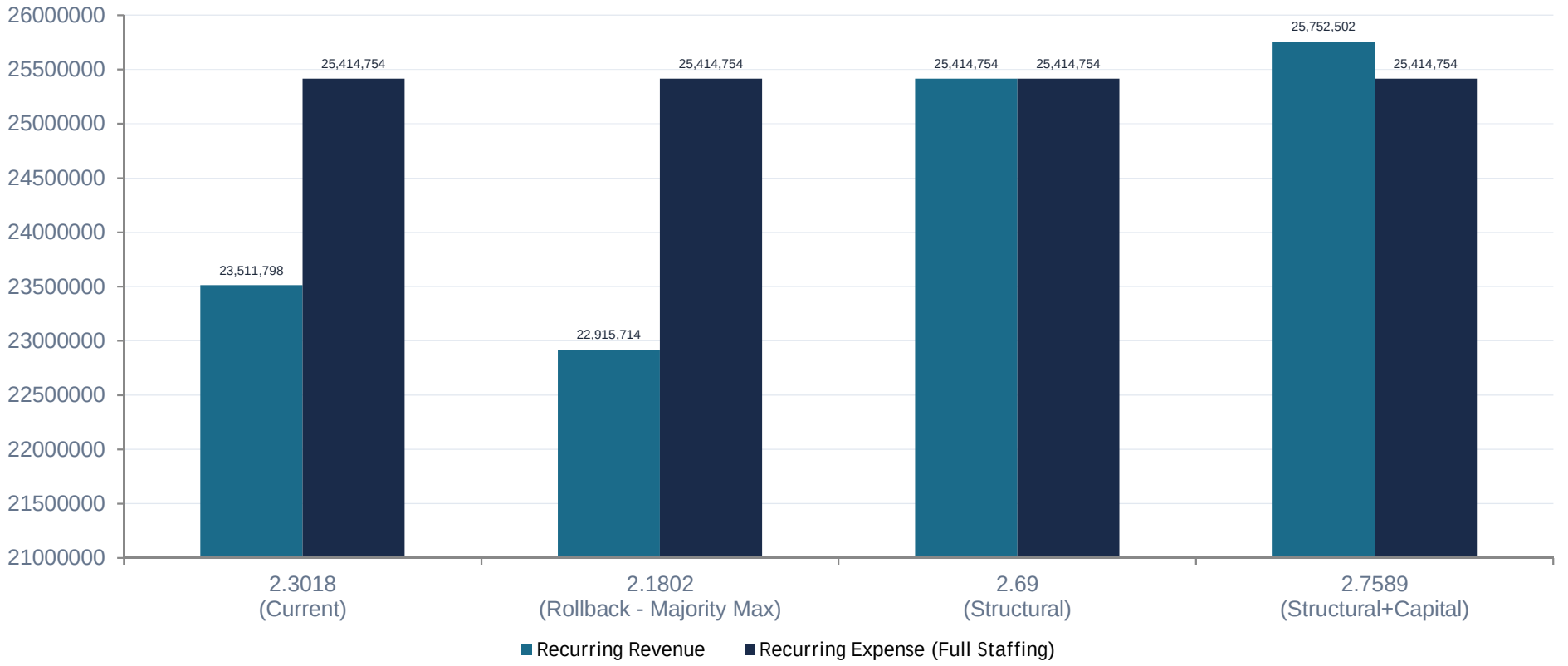
Above 2.3982

All 5 Council members must approve. Staff recommendation of 2.69 falls in this zone.

★ Staff recommends 2.69 mills — requires unanimous vote

Per SB-4F (2023) and F.S. §200.065 TRIM. Rollback rate computed from FY26 final assessment $4,887,385,683 and FY27 certified assessment $5,160,000,000. 4/5 max = rollback × 1.10 = 2.3982.

Structural Balance: Recurring Revenue vs. Recurring Expense

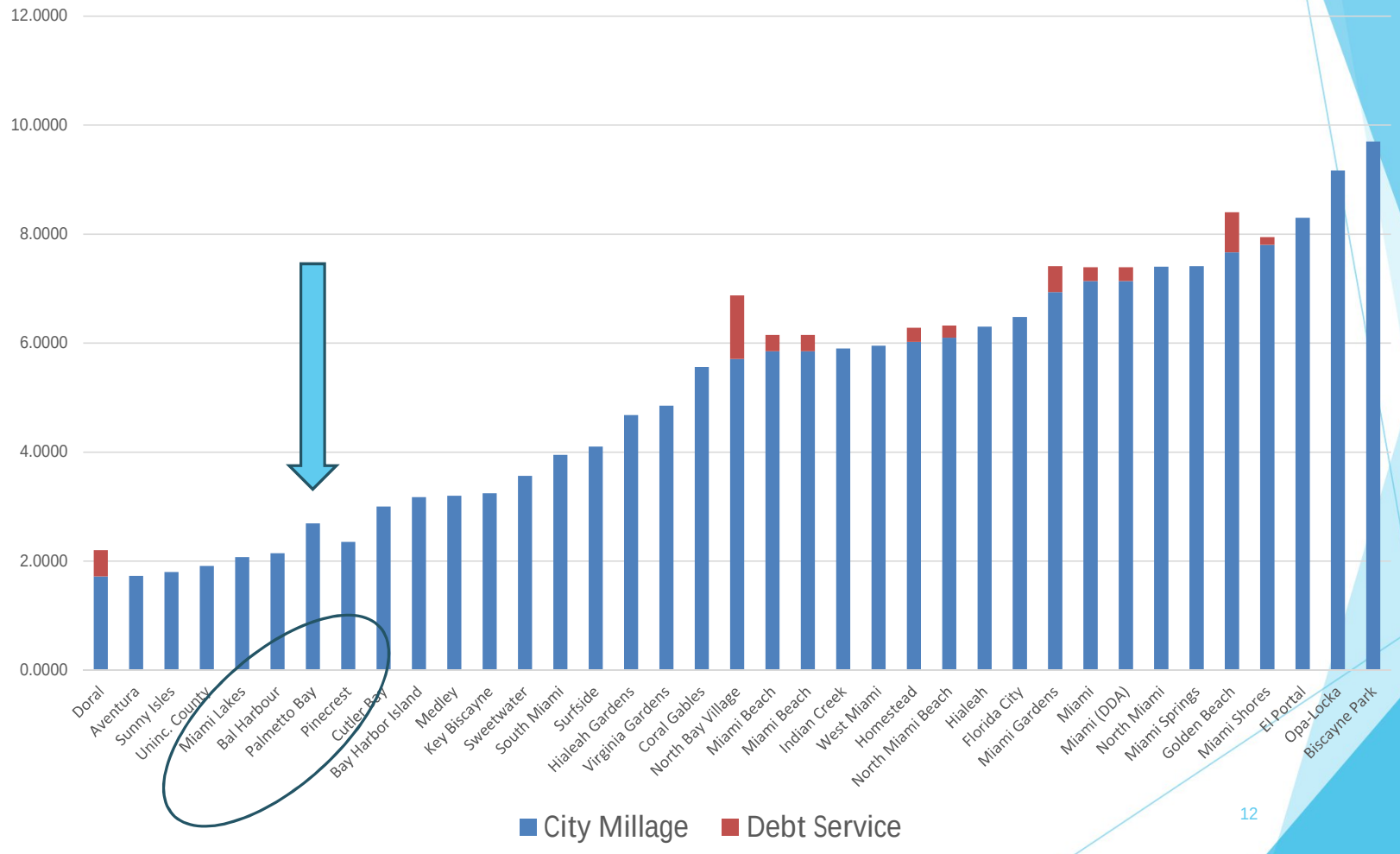


Millage Scenario Detail — FY27

Scenario	Millage	Ad Val Revenue	Total Recurring Rev	Recurring Expense (Full Staffing)	Structural Surplus/(Deficit)	Vote Required
Current Adopted	2.3018	$11,283,424	$23,511,798	$25,414,754	($1,902,956)	4/5 vote
Majority Max	2.1802	$10,687,340	$22,915,714	$25,414,754	($2,499,040)	3/5 vote
Structural Balance Target	2.69	$13,186,380	$25,414,754	$25,414,754	$0	Unanimous
Structural + Capital	2.7589	$13,524,128	$25,752,502	$25,414,754	$337,748	Unanimous

** Taxable value: $5.16B · Each $0.10 mill ≈ $516k ad valorem · 2.3018–2.39 requires 4/5 vote; above 2.39 requires unanimous vote*

2.69 Millage Rate Comparison



Source: Miami Dade County Property Appraiser

STAFF RECOMMENDATION

Adopt a Maximum Millage Rate of

2.69

mills

FY 2027 Maximum Millage Rate
Simple Majority Required (3/5)

✓ **Fully Funds Village Operations**
Covers full MDSO contract, legal reserve, and all recurring services without drawing on fund balance.

✓ **Restores Reserve Trajectory**
At 2.3018, the unassigned fund balance reaches the GFOA floor (~$4.2M) within two fiscal years.

✓ **Modest Cost to Median Homeowner**
Median taxable home: $394,284. Increase from current rate: +$153.06/year ($12.76/month).

✓ **Rate Remains Among Lowest in Miami-Dade**
Palmetto Bay at 2.69 remains below Pinecrest, Cutler Bay, and virtually all Miami-Dade municipalities.

2076

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
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, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS PROVIDED BY THE CHARTER REVISION COMMISSION IN ACCORDANCE WITH SECTION 6.2 OF THE VILLAGE CHARTER; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by the Charter Revision Commission and prepared by Village Attorney, Jaimie Mayer, Esq.)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso-Calling Special Election on 2026 Charter Revision Commission Charter Amendment Proposals.DOCX

RESOLUTION NO. 2026-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS PROVIDED BY THE CHARTER REVISION COMMISSION IN ACCORDANCE WITH SECTION 6.2 OF THE VILLAGE CHARTER; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by the Charter Revision Commission and prepared by Village Attorney, Jaimie Mayer)*

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay ("Village") appointed a Charter Revision Commission pursuant to Section 6.2 of the Village Charter, to review the Village Charter and to provide recommendations to the Village Council; and

WHEREAS, the Charter Revision Commission has made eight (8) Village Charter amendment recommendations; and

WHEREAS, based upon the foregoing, the Mayor and Village Council are submitting to the electorate the proposed Village Charter amendments recommended by the Charter Revision Commission as set forth herein; and

WHEREAS, in order to submit the proposed Village Charter amendments to the electorate, the Village Council must provide ballot language, make copies of the Village Charter amendments available for public inspection, and provide for the Village Clerk to utilize the services of Miami-Dade County Supervisor of Elections; and

WHEREAS, the Mayor and Village Council find that adoption of this resolution is in the best interest of the Village and its residents.

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

Section 1. Recitals. The above whereas clauses are incorporated by reference into this Resolution.

Section 2. Calling Special Election. That a special election is hereby called to be held on Tuesday, November 3, 2026, to present to the qualified electors of the Village of Palmetto Bay the ballot questions provided in Section 4 of this Resolution. The Village Council may, by resolution, alter the date of the special election in the event that the Village Council finds that unforeseen circumstances require it to do so.

Section 3. Proposed Amendments to the Village Charter. The proposed Charter amendments are commonly referred to by the following ballot titles:

1. Public Speakers Home Address Disclosure and Written Comments Distribution;

2. Sale, Conveyance, Exchange, License or Lease of Village Owned Property;

3. Requiring Consideration of Village Acquisition of "USDA Property" if it Becomes Available;

4. Establishing Single Member Districts for Council Members;

5. Council Term Limits and Waiting Period at Conclusion of Service;

6 Limiting Elected Officials' Reimbursements to Actual Expenses;

7 Charter Review Commission Proposals Placed Directly on the Ballot; and

8. Pedestrian, Bicycling, and Golf Cart Facilities in Roadway Improvements.

Section 4. Form of Ballot The form of ballot of the Charter amendments provided for in this Resolution shall be as follows:

BALLOT FOR CHARTER AMENDMENT NUMBER ONE

PUBLIC SPEAKERS HOME ADDRESS DISCLOSURE AND WRITTEN COMMENTS DISTRIBUTION.

The Village Citizen's Bill of Rights provide that the public can be heard and submit written comments to the Council, Board, Agency, or Department regarding Village issues. The proposed amendment would only require submission of the speaker's name and municipality of residence and that written comments be submitted and distributed prior to any meeting of the Village Council, Board, Agency, or Department.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER TWO

SALE, CONVEYANCE, EXCHANGE, LICENSE OR LEASE OF VILLAGE OWNED PROPERTY.

The Charter currently requires a majority vote of electors to approve the sale or exchange of Village-owned park property, and for any lease of such property exceeding five years. The proposed amendment requires a majority of voters' approval for any sale, conveyance, exchange, transfer, lease, or license of Village property, except for leases with a term of six months or less.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER THREE

REQUIRING CONSIDERATION OF VILLAGE ACQUISITION OF "USDA PROPERTY" IF IT BECOMES AVAILABLE.

The United States Department of Agriculture owns property in the Village at approximately SW 136 Street and SW 67 Avenue. Though not at this time, the property could one day become available. If it does, the proposed amendment would require the Village to use its best efforts to acquire the property for public park, recreational and/or open space purposes and protect it with a restrictive covenant.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER FOUR

ESTABLISHING SINGLE MEMBER DISTRICTS FOR COUNCIL MEMBERS.

The Charter currently provides at large elections for Mayor, Vice Mayor, and Council Members. The proposed amendment would make Council Member Seats 1, 2, and 3 single member districts beginning with the regular election for Seat 2 in 2028 and Seats 1 and 3 in 2030. The amendment would also establish redistricting standards and maintain at large elections for Mayor and Vice Mayor.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER FIVE

COUNCIL TERM LIMITS AND WAITING PERIOD AT CONCLUSION OF SERVICE.

The Charter currently limits service as Mayor, Vice-Mayor, or Council Member to two consecutive terms in the same office and three

consecutive terms for a combination of offices. The proposed Amendment applies a term limit to consecutive terms and requires an eight-year period after reaching the applicable term limit. The proposed Amendment will not apply to officials holding office on November 2, 2026.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER SIX

LIMITING ELECTED OFFICIALS' REIMBURSEMENTS TO ACTUAL EXPENSES.

The Charter provides that elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law or as otherwise provided by Village Ordinance. The proposed amendment would restructure elected official reimbursements to only allow for authorized and actual expenses incurred in the performance of their official duties, removing the ability for ordinances to provide for reimbursements.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER SEVEN

CHARTER REVIEW COMMISSION PROPOSALS PLACED DIRECTLY ON THE BALLOT.

The Village Charter currently requires that every 5 years the Charter Revision Commission determine if the Charter should be amended, and any proposed amendments be submitted to the electorate through the Council. This amendment proposes that Commission amendments be placed directly on the ballot without Council oversight. The amendment

would also authorize the Council to propose Charter amendments and alternative proposals to Commission amendments for voter consideration.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER EIGHT

PEDESTRIAN, BICYCLING, AND GOLF CART FACILITIES IN ROADWAY IMPROVEMENTS.

It is proposed to create a Village Charter section requiring pedestrian, bicycling, and golf cart infrastructure for roadway projects, unless Council establishes by competent substantial evidence that such projects are infeasible or disproportionately costly. The amendment would establish a Transportation Fund for mobility/safety improvements, allowing the Fund's use for motorized vehicle lane expansion only with commensurate multimodal improvements, supermajority Council approval, and findings of overriding public necessity.

Shall the above-described amendment be adopted?

Yes ____
No _____

Section 5. Balloting. Balloting shall be conducted on Tuesday, November 3, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for Village elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the

general election laws. The Village Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The Village Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Village at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION"

NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026-_____ A SPECIAL ELECTION HAS BEEN CALLED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA (THE "VILLAGE") TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 3, 2026 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE VILLAGE OF PALMETTO BAY THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:

1. **PUBLIC SPEAKERS HOME ADDRESS DISCLOSURE AND WRITTEN COMMENTS DISTRIBUTION.**

The Village Citizen's Bill of Rights provide that the public can be heard and submit written comments to the Council, Board, Agency, or Department regarding Village issues. The proposed amendment would only require submission of the speaker's name and municipality of residence and that written comments be submitted and distributed prior to any meeting of the Village Council, Board, Agency, or Department.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

2. **SALE, CONVEYANCE, EXCHANGE, LICENSE OR LEASE OF VILLAGE OWNED PROPERTY.**

The Charter currently requires a majority vote of electors to approve the sale or exchange of Village-owned park property, and for any lease of such property exceeding five years. The proposed amendment requires a majority of voters' approval for any sale, conveyance, exchange, transfer, lease, or license of Village property, except for leases with a term of six months or less.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

3. **REQUIRING CONSIDERATION OF VILLAGE ACQUISITION OF "USDA PROPERTY" IF IT BECOMES AVAILABLE.**

The United States Department of Agriculture owns property in the Village at approximately SW 136 Street and SW 67 Avenue. Though not at this time, the property could one day become available. If it does, the proposed amendment would require the Village to use its best efforts to acquire the property for public park, recreational and/or open space purposes and protect it with a restrictive covenant.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

4. ESTABLISHING SINGLE MEMBER DISTRICTS FOR COUNCIL MEMBERS.

The Charter currently provides at large elections for Mayor, Vice Mayor, and Council Members. The proposed amendment would make Council Member Seats 1, 2, and 3 single member districts beginning with the regular election for Seat 2 in 2028 and Seats 1 and 3 in 2030. The amendment would also establish redistricting standards and maintain at large elections for Mayor and Vice Mayor.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

5. COUNCIL TERM LIMITS AND WAITING PERIOD AT CONCLUSION OF SERVICE.

The Charter currently limits service as Mayor, Vice-Mayor, or Council Member to two consecutive terms in the same office and three consecutive terms for a combination of offices. The proposed Amendment applies a term limit to consecutive terms and requires an eight-year period after reaching the applicable term limit. The proposed Amendment will not apply to officials holding office on November 2, 2026.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

6. LIMITING ELECTED OFFICIALS' REIMBURSEMENTS TO ACTUAL EXPENSES.

The Charter provides that elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law or as otherwise provided by Village Ordinance. The proposed amendment would restructure elected official reimbursements to only allow for authorized and actual expenses incurred in the performance of their official duties, removing the ability for ordinances to provide for reimbursements.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

7. CHARTER REVIEW COMMISSION PROPOSALS PLACED DIRECTLY ON THE BALLOT.

The Village Charter currently requires that every 5 years the Charter Revision Commission determine if the Charter should be amended, and any proposed amendments be submitted to the electorate through the Council. This amendment proposes that Commission amendments be placed directly on the ballot without Council oversight. The amendment would also authorize the Council to propose Charter amendments and alternative proposals to Commission amendments for voter consideration.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

8. PEDESTRIAN, BICYCLING, AND GOLF CART FACILITIES IN ROADWAY IMPROVEMENTS.

It is proposed to create a Village Charter section requiring pedestrian, bicycling, and golf cart infrastructure for roadway projects, unless Council establishes by competent substantial evidence that such projects are infeasible or disproportionately costly. The amendment would establish a Transportation Fund for mobility/safety improvements, allowing the Fund's use for motorized vehicle lane expansion only with commensurate

multimodal improvements, supermajority Council approval, and findings of overriding public necessity.

Shall the above-described amendment be adopted?

Yes ____
No _____

/s/ Missy Arocha

Village Clerk"

Section 7. Proposed Amendments. The full text of the proposed amendments to the Village Charter are attached hereto as **Exhibit "A,"** and are incorporated by reference into this Resolution. The proposed amendments to the Village Charter are reflected by the underlining of proposed text to be inserted, where strikethroughs reflect language to be deleted from the Charter.

Section 8. Providing for Inclusion in the Charter. It is the intention of the Village Council and it is hereby ordained that the provisions of this Resolution shall become and made a part of the Village Charter, as to each Charter amendment measure approved by a majority of voters on such measure in such election; that the sections of this Resolution may be re-numbered or re-lettered to accomplish such intentions; and the word "Resolution" shall be changed to "Section" or other appropriate word.

Section 9. Copies. That copies of this Resolution proposing the Charter Amendments are on file at the offices of the Village Clerk located at Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, and are available for public inspection during regular business hours.

Section 10. Providing for Adoption of Enabling Resolution. The Village Council shall enable the submittal of the proposed amendments to the electorate pursuant to Section 6.2 of the Village Charter.

Section 11. Effective Date. This Resolution shall become effective upon adoption, and each of the Charter Amendment measures provided herein shall be effective only upon approval of a majority of electors voting on the measure, effective upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 12. Severability. If any section, clause, sentence, or phrase of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Resolution.

PASSED and **ADOPTED** this 6th day of July 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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

VILLAGE OF PALMETTO BAY

PROPOSALS FOR ELECTION OF 2026

PROPOSAL NUMBER ONE

CITIZENS' BILL OF RIGHTS

(A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

* * *

(5) Right to be Heard. As long as the orderly conduct of public business may be maintained, any interested person has the right to appear before the Village Council or Village agency, board or department for the presentation, adjustment or determination of an issue, request, or controversy within the jurisdiction of the Village. No person appearing to be heard by the Council will be required to provide an address and shall only state their name and municipality of residence. All written comments must be distributed prior to any hearing or meeting and shall be distributed to the Village Council and any agency, board, or department relevant to the matter. Matters shall be scheduled for the convenience of the public. The Village council shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any governmental entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

* * *

PROPOSAL NUMBER TWO

ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY AND POWERS

* * *

Section 1.4. – Powers.

(A) The Village shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Village to grant to the municipal government established by this Charter the broadest exercise of home rule powers permitted under the Constitution and laws of the State of Florida.

(B) ~~The only limitation concerning alienability of Village~~ The Village Council shall not sell, exchange convey, transfer, license, or lease, whether on a temporary or permanent basis, any portion of real property owned by the Village, ~~owned property is that there shall be no sale, exchange, or lease in excess of five (5) years of any park property while it is being used for public purpose~~ unless and until such sale, exchange, conveyance, transfer, license or lease is approved by a majority vote of the qualified electors of the Village voting at the next regularly scheduled election ~~of the voters~~ of the Village. This provision shall not apply to any valid written contractual obligation entered into prior to the effective incorporation date of this Village nor to a lease of six months or less.

"Village Property" shall mean any land owned by the Village, whether improved or unimproved.

"Lease" shall include any agreement or granting a right of use or occupancy on Village Property in favor of a private entity or individual exceeding six (6) months, including extensions or renewals. This term shall not include utility and infrastructure easements. A management or operating agreement is not a lease unless it provides an exclusive right of use. ~~nor shall it apply to any Village owned educational facility, library property or parking facility not located in a park or any utility or access~~

~~easements or rights-of-way. This provision is intended to restrict sales, exchanges or leases and shall not be applicable to any operating, management or other agreements.~~.

(C) In the event of a sale, exchange, conveyance, transfer, license or lease of park property ~~as stated in (B) above,~~ there shall be no change in the boundary of any park property.

~~(D)The sale, exchange, lease, or purchase of Village land in excess of Twenty-Five ($25,000) Thousand Dollars shall require a 4/5 affirmative vote of the Village Council.~~

PROPOSAL NUMBER THREE

ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY AND POWERS

*** * ***

Section 1.4. – Powers.

* * *

(E) In the event that any portion of the real property located within the Village at approximately SW 136 Street and SW 67 Avenue currently owned by the United States Department of Agriculture ("USDA Property") is transferred, conveyed or otherwise ceases to be owned by the federal government, the Village shall take all reasonable efforts to acquire such property. If the Village does acquire title to the parcel, a covenant running with the land shall be placed on the property ensuring its protection as a public park or recreational area and open space.

PROPOSAL NUMBER FOUR

ARTICLE II. - MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

*** * ***

Section 2.3. - Election and Term of Office.

(A) *Election and Term of Office of Mayor and Vice Mayor*. The Office of Mayor~~,~~ and 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.

(B) ~~*Seats*~~ *Election and Term of Office of Council Member.* Council members shall serve in seats numbered 1-3 described below, collectively "Seats." Individually each is a "Seat." One Council member shall be elected to each Seat. Each Council Member shall be elected to a Seat for a four-year term by the electors of the Residential Area corresponding to the Seat in the manner provided in Article V of this Charter. Said term shall end upon the swearing in of his/her successor.

Village Council Members for Seats 1 and 3 shall be elected at the general municipal election or runoff election to be held in the year 2030 and at the general municipal election or runoff election every four years thereafter. The Village Council Member in Seat 2 shall be elected at the general municipal election or runoff election to be held in the year 2028 and at the general municipal election or runoff election every four years thereafter.

(C) *Residential Areas~~.~~ (Seats 1—3).* The Village shall be divided into three residential areas. Individually each is a "Residential Area" collectively "Residential Areas." One Council member shall be elected to a Seat from each Residential Area. Council members from Residential Areas are collectively the "Residential Area Council members." Individually each is a "Residential Area Council member." The Residential Areas corresponding to each Seat are formally set forth below:

* * *

(1) The Council may change the boundaries of each Residential Area by ordinance adopted by majority vote of the members of the Council as follows:

(a) *Initial Transition.* In order to facilitate the transition from at-large Residential Area Seats to single-member district Seats corresponding to each Residential Area, the Village Council shall adopt revised geographical boundaries for the three Residential Area Seats by ordinance, which shall conform to the requirements of this section, constitutional standards, and other applicable requirements of law.

(b) *Decennial Census*. Changes to the boundaries of each Residential Area shall be considered within one year after publication of each decennial census, at which time the Village Council shall consider the number of residents in each of the three districts and, if necessary, cause the boundaries of the districts to be redrawn in order to conform to the requirements of this section, constitutional standards, and other applicable requirements of law.

(c) *Changes Necessitated by Law*. The Council may change the boundaries of each Residential Area from time to time by ordinance if required by prevailing law.

Nothing herein shall be deemed to prohibit the Village Council from considering restructuring of the boundaries of each Residential Area in the event of major changes in the population of any Residential Area brought about by annexation, contraction, substantial population shifts, or other similar circumstances.

(2) Residential Areas shall be redrawn in accordance with accepted redistricting standards. The geographic boundaries of the Residential Areas shall be composed of roughly equal populations, and shall be compact, proportional, and logically related to the natural boundaries of the neighborhoods within the Village. The principles of nondiscrimination and "one person, one vote" shall be strictly adhered to.

* * *

PROPOSAL NUMBER FIVE

ARTICLE II. - MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

*** * ***

Section 2.3. - Election and Term of Office.

* * *

(E) *Limitations on Length of Service*.

(1) Term Limits on Holding of Same Office. No person shall serve as either Mayor, Vice-Mayor, or Council ~~Person~~ Member for

more than two consecutive terms.~~—~~ in the same office unless a period no less than eight years has elapsed.

(2) Term Limits on Holding of Multiple Offices. No person may serve as a combination of Mayor, Vice-Mayor and Council M~~m~~ember for more than three consecutive terms~~.~~ unless a period no less than eight years has elapsed.

This section shall not apply to elected officials holding office on November 2nd, 2026.

PROPOSAL NUMBER SIX

ARTICLE II. - MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

*** * ***

Section 2.6. - Compensation; Reimbursement for Expenses.

Council members and the Vice-Mayor shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $2,000.00 per month. These payments shall be increased or decreased solely by amendment of this Charter. ~~Furthermore~~ E~~e~~lected officials ~~and authorized employees~~ of the Village shall receive reimbursement in accordance with applicable law~~, or as may be otherwise provided by ordinance~~, for authorized and actual expenses incurred in the performance of their official duties. Authorized employees of the Village shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by Ordinance, for authorized expenses incurred in the performance of their official duties.

PROPOSAL NUMBER SEVEN

ARTICLE VI. - CHARTER AMENDMENTS

* * *

Section 6.2. - Charter Revision.

* * *

(C) If the Commission determines that an amendment or revision is needed, it shall submit the same to the ~~Council~~ Village Clerk no later

than the deadline established by the ~~County Commission on Elections~~ Supervisor of Elections, so that the amendments or revisions as written, subject to review by the Village Attorney for legal sufficiency, can make the ballot of the next regularly scheduled election of the Village. Additional and ~~A~~alternative proposals may be submitted by the Village Council. The Village ~~Council~~ Clerk shall submit the ~~suggested amendments and revisions~~ proposals by the Commission through a Resolution prepared by the Village Attorney to the Council for submission to the Supervisor of Elections. Commission proposed amendments and revisions shall be placed directly on the ballot to the electors of the Village in accordance with the provisions of Section 6.1 at the next regularly scheduled election.

PROPOSAL NUMBER EIGHT

ARTICLE X. - MISCELLANEOUS PROVISIONS

* * *

Section 10.4. Transportation and Mobility

(A) Purpose and Policy.

The Village shall plan, design, fund, construct, and maintain its transportation network to improve safety, accessibility, connectivity, and mobility for all users, including pedestrians, bicyclists, golf cart users, transit users, persons with disabilities, motorists, and other users of the public right-of-way. The Village shall implement this Section in a manner that advances safe access to daily needs and civic destinations while preserving the Village's ability to perform timely routine maintenance and emergency repairs.

(B) Pedestrian, Bicycle and Golf Cart Facilities in Roadway Improvements.

(1)For purposes of this section:

(a) “Roadway improvement project” means any construction, reconstruction, resurfacing, or substantial rehabilitation of a public roadway or right-of-way owned, maintained or improved by the Village, but shall not include routine

maintenance activities such as filling potholes, striping, or cleaning, or any emergency repairs.

(b) “Pedestrian, bicycling and golf cart facilities” means paths, crosswalks, shared-use paths, signage, and other infrastructure that supports safe and convenient pedestrian, bicycle and Golf Cart travel using complete streets designs.

(c) “Golf cart” shall mean a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes, as defined in Section 316.003(29), Florida Statutes, as amended.

(2) The Village shall incorporate safe streets pedestrian, bicycling and golf cart designs and facilities into the planning, design, and construction of all roadway improvement projects undertaken or funded in whole or in part by the Village (hereinafter, “Mobility Improvements”). The Village Council may waive the requirements of this Section only upon making a written finding, supported by competent substantial evidence in the record, that:

(a) inclusion of pedestrian, bicycle or golf cart facilities is infeasible due to physical constraints or legal limitations; or

(b) the costs of such facilities would be grossly disproportionate to the overall cost of the roadway improvement project and there is no reasonable alternative funding source.

(C) Transportation Fund.

Subject to compliance with Florida Law, the Village shall establish and maintain a dedicated Transportation Fund from existing revenue. The fund shall contain at a minimum Village proceeds from transportation surtax revenues, local option fuel tax revenues, and grants awarded for transportation improvements. The Village Council may, by ordinance or during the annual budget process, designate other revenues for Mobility Improvements into the fund.

Transportation Fund revenues shall only be used for Mobility Improvements, safety improvements, accessibility improvements, traffic calming, grant matching funds, and preservation of existing multimodal

facilities. Priority shall be given to projects that improve connectivity to parks, schools, places of worship, civic and institutional uses, transit stops, and commercial, mixed-use, or other daily-need destinations.

Notwithstanding the foregoing, Transportation Fund revenues may be used to expand general-purpose motor vehicle lane capacity only if the expansion is accompanied by a commensurate expansion of protected multimodal facilities serving the same corridor, and approved by an affirmative vote of at least four members of the Village Council at a publicly noticed meeting, with findings of overriding public necessity and consistency with this Charter provision.

The Transportation Fund shall be maintained with separate accounting records and shall be included in the Village's annual independent audit. Nothing herein shall be interpreted to require or permit the transfer of funds to the Transportation Fund where prohibited by federal, state, or local law, or if necessary for compliance with grant requirements.

(D) Implementing Ordinances.

The Village Council shall adopt implementing ordinances to administer and strengthen the Mobility Improvements required in this Section within eighteen months of the effective date of this Section. Implementing ordinances shall establish definitions, design standards, Transportation Fund accounting rules, documentation procedures, anti-back sliding provisions, and administrative procedures. Implementing ordinances may adopt standards more protective of safety, accessibility, connectivity, or multimodal mobility than those stated in this Section.

(E) Construction.

This Section shall be construed to create binding duties on the Village to plan, evaluate, prioritize, fund where legally available and appropriated, report, preserve existing facilities, and pursue implementation of Mobility Improvements as provided herein. This Section shall be liberally construed to achieve its purposes and intent of improving safety, accessibility, connectivity, and mobility for all users of the Village's transportation network.

This Section shall not require the Village to construct an improvement where construction is legally prohibited, outside Village jurisdiction, physically infeasible, subject to an approved exception, or dependent on

funds that have not been legally appropriated. Nothing in this Section shall be construed to handicap, delay, or impair the Village's ability to undertake necessary capital projects, public works, drainage, stormwater, utility, or infrastructure improvements, or to interfere with the Village's existing contractual obligations, bond covenants, interlocal agreements, or other legally binding commitments in effect at the time this Section takes effect.

If any portion of this Section is held invalid, the remaining portions shall remain in effect to the fullest extent permitted by law.

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
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, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS, INCLUDING CERTAIN AMENDMENTS PROPOSED BY THE CHARTER REVISION COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Calling Special Election-VMMM- Modified CRC Amendments

RESOLUTION NO. 2026-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS, INCLUDING CERTAIN AMENDMENTS PROPOSED BY THE CHARTER REVISION COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay ("Village") appointed a Charter Revision Commission pursuant to Section 6.2 of the Village Charter, to review the Village Charter and to provide recommendations to the Village Council; and

WHEREAS, the Charter Revision Commission made eight (8) Village Charter amendment recommendations; and

WHEREAS, the Village Council desires to submit seven (7) of the proposed Village Charter amendment recommendations submitted by the Charter Revision Commission to the electorate as-is, together with one amendment relating to pedestrian, bicycling, and golf cart facilities in roadway improvements with certain revisions identified by the Village Council; and

WHEREAS, in order to submit the proposed Village Charter amendments to the electorate, the Village Council must provide ballot language, make copies of the Village Charter amendments available for public inspection, and provide for the Village Clerk to utilize the services of Miami-Dade County Supervisor of Elections; and

WHEREAS, the Mayor and Village Council find that adoption of this resolution is in the best interest of the Village and its residents.

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

Section 1. Recitals. The above whereas clauses are incorporated by reference into this Resolution.

Section 2. Calling Special Election. That a special election is hereby called to be held on Tuesday, November 3, 2026, to present to the qualified electors of the Village of Palmetto Bay the ballot questions provided in Section 4 of this Resolution. The Village Council may, by resolution, alter the date of the special election in the event that the Village Council finds that unforeseen circumstances require it to do so.

Section 3. Proposed Amendments to the Village Charter. The proposed Charter amendments are commonly referred to by the following ballot titles:

1. Public Speakers Home Address Disclosure and Written Comments Distribution;

2. Sale, Conveyance, Exchange, License or Lease of Village Owned Property;

3. Requiring Consideration of Village Acquisition of "USDA Property" if it Becomes Available;

4. Establishing Single Member Districts for Council Members;

5. Council Term Limits and Waiting Period at Conclusion of Service;

6 Limiting Elected Officials' Reimbursements to Actual Expenses;

7 Charter Review Commission Proposals Placed Directly on the Ballot; and

8. Pedestrian, Bicycling, And Golf Cart Facilities In Roadway Improvement Projects.

Section 4. Form of Ballot The form of ballot of the Charter amendments provided for in this Resolution shall be as follows:

BALLOT FOR CHARTER AMENDMENT NUMBER ONE

PUBLIC SPEAKERS HOME ADDRESS DISCLOSURE AND WRITTEN COMMENTS DISTRIBUTION.

The Village Citizen's Bill of Rights provide that the public can be heard and submit written comments to the Council, Board, Agency, or Department regarding Village issues. The proposed amendment would only require submission of the speaker's name and municipality of residence and that written comments be submitted and distributed prior to any meeting of the Village Council, Board, Agency, or Department.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER TWO

SALE, CONVEYANCE, EXCHANGE, LICENSE OR LEASE OF VILLAGE OWNED PROPERTY.

The Charter currently requires a majority vote of electors to approve the sale or exchange of Village-owned park property, and for any lease of such property exceeding five years. The proposed amendment requires a majority of voters' approval for any sale, conveyance, exchange, transfer, lease, or license of Village property, except for leases with a term of six months or less.

Shall the above-described Charter Amendment be adopted?

Yes ____

No _____

BALLOT FOR CHARTER AMENDMENT NUMBER THREE

REQUIRING CONSIDERATION OF VILLAGE ACQUISITION OF "USDA PROPERTY" IF IT BECOMES AVAILABLE.

The United States Department of Agriculture owns property in the Village at approximately SW 136 Street and SW 67 Avenue. Though not at this time, the property could one day become available. If it does, the proposed amendment would require the Village to use its best efforts to acquire the property for public park, recreational and/or open space purposes and protect it with a restrictive covenant.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER FOUR

ESTABLISHING SINGLE MEMBER DISTRICTS FOR COUNCIL MEMBERS.

The Charter currently provides at large elections for Mayor, Vice Mayor, and Council Members. The proposed amendment would make Council Member Seats 1, 2, and 3 single member districts beginning with the regular election for Seat 2 in 2028 and Seats 1 and 3 in 2030. The amendment would also establish redistricting standards and maintain at large elections for Mayor and Vice Mayor.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER FIVE

COUNCIL TERM LIMITS AND WAITING PERIOD AT CONCLUSION OF SERVICE.

The Charter currently limits service as Mayor, Vice-Mayor, or Council Member to two consecutive terms in the same office and three consecutive terms for a combination of offices. The proposed Amendment applies a term limit to consecutive terms and requires an eight-year period after reaching the applicable term limit. The proposed Amendment will not apply to officials holding office on November 2, 2026.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER SIX

LIMITING ELECTED OFFICIALS' REIMBURSEMENTS TO ACTUAL EXPENSES.

The Charter provides that elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law or as otherwise provided by Village Ordinance. The proposed amendment would restructure elected official reimbursements to only allow for authorized and actual expenses incurred in the performance of their official duties, removing the ability for ordinances to provide for reimbursements.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER SEVEN

CHARTER REVIEW COMMISSION PROPOSALS PLACED DIRECTLY ON THE BALLOT.

The Village Charter currently requires that every 5 years the Charter Revision Commission determine if the Charter should be amended, and any proposed amendments be submitted to the electorate through the

Council. This amendment proposes that Commission amendments be placed directly on the ballot without Council oversight. The amendment would also authorize the Council to propose Charter amendments and alternative proposals to Commission amendments for voter consideration.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

BALLOT FOR CHARTER AMENDMENT NUMBER EIGHT

PEDESTRIAN, BICYCLING, AND GOLF CART FACILITIES IN ROADWAY IMPROVEMENT PROJECTS.
It is proposed to add a Village Charter section requiring pedestrian, bicycling, and golf cart facilities in roadway improvement projects, unless waived by a vote of at least 4 Councilmembers and written findings that such facilities are infeasible or disproportionate to overall project costs. The amendment also creates a dedicated Transportation Fund, using existing transportation revenues, for mobility and safety improvements like sidewalks, bike paths, and traffic calming.

Shall the above-described amendment be adopted?

Yes ____
No _____

Section 5. Balloting. Balloting shall be conducted on Tuesday, November 3, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for Village elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the

general election laws. The Village Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The Village Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Village at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026-_____ A SPECIAL ELECTION HAS BEEN CALLED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA (THE "VILLAGE") TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 3, 2026 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE VILLAGE OF PALMETTO BAY THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:

1. **PUBLIC SPEAKERS HOME ADDRESS DISCLOSURE AND WRITTEN COMMENTS DISTRIBUTION.**

The Village Citizen's Bill of Rights provide that the public can be heard and submit written comments to the Council, Board, Agency, or Department regarding Village issues. The proposed amendment would only require submission of the speaker's name and municipality of residence and that written comments be submitted and distributed prior to any meeting of the Village Council, Board, Agency, or Department.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

2. **SALE, CONVEYANCE, EXCHANGE, LICENSE OR LEASE OF VILLAGE OWNED PROPERTY.**

The Charter currently requires a majority vote of electors to approve the sale or exchange of Village-owned park property, and for any lease of such property exceeding five years. The proposed amendment requires a majority of voters' approval for any sale, conveyance, exchange, transfer, lease, or license of Village property, except for leases with a term of six months or less.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

3. **REQUIRING CONSIDERATION OF VILLAGE ACQUISITION OF "USDA PROPERTY" IF IT BECOMES AVAILABLE.**

The United States Department of Agriculture owns property in the Village at approximately SW 136 Street and SW 67 Avenue. Though not at this time, the property could one day become available. If it does, the proposed amendment would require the Village to use its best efforts to acquire the property for public park, recreational and/or open space purposes and protect it with a restrictive covenant.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

4. ESTABLISHING SINGLE MEMBER DISTRICTS FOR COUNCIL MEMBERS.

The Charter currently provides at large elections for Mayor, Vice Mayor, and Council Members. The proposed amendment would make Council Member Seats 1, 2, and 3 single member districts beginning with the regular election for Seat 2 in 2028 and Seats 1 and 3 in 2030. The amendment would also establish redistricting standards and maintain at large elections for Mayor and Vice Mayor.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

5. COUNCIL TERM LIMITS AND WAITING PERIOD AT CONCLUSION OF SERVICE.

The Charter currently limits service as Mayor, Vice-Mayor, or Council Member to two consecutive terms in the same office and three consecutive terms for a combination of offices. The proposed Amendment applies a term limit to consecutive terms and requires an eight-year period after reaching the applicable term limit. The proposed Amendment will not apply to officials holding office on November 2, 2026.

Shall the above-described Charter amendment be adopted?

Yes ____
No _____

6. LIMITING ELECTED OFFICIALS' REIMBURSEMENTS TO ACTUAL EXPENSES.

The Charter provides that elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law or as otherwise provided by Village Ordinance. The proposed amendment would restructure elected official reimbursements to only allow for authorized and actual expenses incurred in the performance of their official duties, removing the ability for ordinances to provide for reimbursements.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

7. CHARTER REVIEW COMMISSION PROPOSALS PLACED DIRECTLY ON THE BALLOT.

The Village Charter currently requires that every 5 years the Charter Revision Commission determine if the Charter should be amended, and any proposed amendments be submitted to the electorate through the Council. This amendment proposes that Commission amendments be placed directly on the ballot without Council oversight. The amendment would also authorize the Council to propose Charter amendments and alternative proposals to Commission amendments for voter consideration.

Shall the above-described Charter Amendment be adopted?

Yes ____
No _____

8. PEDESTRIAN, BICYCLING, AND GOLF CART FACILITIES IN ROADWAY IMPROVEMENT PROJECTS.

It is proposed to add a Village Charter section requiring pedestrian, bicycling, and golf cart facilities in roadway improvement projects, unless waived by a vote of at least 4 Councilmembers and written findings that such facilities are infeasible or disproportionate to overall project costs. The amendment also creates a dedicated Transportation Fund, using existing transportation revenues, for mobility and safety improvements like sidewalks, bike paths, and traffic calming.

Shall the above-described amendment be adopted?

Yes ____
No _____

/s/ Missy Arocha

Village Clerk

Section 7. Proposed Amendments. The full text of the proposed amendments to the Village Charter are attached hereto as **Exhibit "A,"** and are incorporated by reference into this Resolution. The proposed amendments to the Village Charter are reflected by the underlining of proposed text to be inserted, where strikethroughs reflect language to be deleted from the Charter.

Section 8. Providing for Inclusion in the Charter. It is the intention of the Village Council and it is hereby ordained that the provisions of this Resolution shall become and made a part of the Village Charter, as to each Charter amendment measure approved by a majority of voters on such measure in such election; that the sections of this Resolution may be re-numbered or re-lettered to accomplish such intentions; and the word "Resolution" shall be changed to "Section" or other appropriate word.

Section 9. Copies. That copies of this Resolution proposing the Charter Amendments are on file at the offices of the Village Clerk located at Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, and are available for public inspection during regular business hours.

Section 10. Providing for Adoption of Enabling Resolution. The Village Council shall enable the submittal of the proposed amendments to the electorate pursuant to Section 6.2 of the Village Charter.

Section 11. Effective Date. This Resolution shall become effective upon adoption, and each of the Charter Amendment measures provided herein shall be effective only upon approval of a majority of electors voting on the measure, effective upon certification of the election

results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 12. **Severability.** If any section, clause, sentence, or phrase of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Resolution.

PASSED and **ADOPTED** this ____ day of _____ 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
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

VILLAGE OF PALMETTO BAY

PROPOSALS FOR ELECTION OF 2026

PROPOSAL NUMBER ONE

CITIZENS' BILL OF RIGHTS

(A) This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

* * *

(5) Right to be Heard. As long as the orderly conduct of public business may be maintained, any interested person has the right to appear before the Village Council or Village agency, board or department for the presentation, adjustment or determination of an issue, request, or controversy within the jurisdiction of the Village. No person appearing to be heard by the Council will be required to provide an address and shall only state their name and municipality of residence. All written comments must be distributed prior to any hearing or meeting and shall be distributed to the Village Council and any agency, board, or department relevant to the matter. Matters shall be scheduled for the convenience of the public. The Village council shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any governmental entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

* * *

PROPOSAL NUMBER TWO

ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY AND POWERS

* * *

Section 1.4. – Powers.

(A) The Village shall have all available governmental, corporate, and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Village to grant to the municipal government established by this Charter the broadest exercise of home rule powers permitted under the Constitution and laws of the State of Florida.

(B) ~~The only limitation concerning alienability of Village~~ The Village Council shall not sell, exchange convey, transfer, license, or lease, whether on a temporary or permanent basis, any portion of real property owned by the Village, ~~owned property is that there shall be no sale, exchange, or lease in excess of five (5) years of any park property while it is being used for public purpose~~ unless and until such sale, exchange, conveyance, transfer, license or lease is approved by a majority vote of the qualified electors of the Village voting at the next regularly scheduled election ~~of the voters~~ of the Village. This provision shall not apply to any valid written contractual obligation entered into prior to the effective incorporation date of this Village nor to a lease of six months or less.

"Village Property" shall mean any land owned by the Village, whether improved or unimproved.

"Lease" shall include any agreement or granting a right of use or occupancy on Village Property in favor of a private entity or individual exceeding six (6) months, including extensions or renewals. This term shall not include utility and infrastructure easements. A management or operating agreement is not a lease unless it provides an exclusive right of use. ~~nor shall it apply to any Village owned educational facility, library property~~

~~or parking facility not located in a park or any utility or access easements or rights-of-way. This provision is intended to restrict sales, exchanges or leases and shall not be applicable to any operating, management or other agreements.~~

(C) In the event of a sale, exchange, conveyance, transfer, license or lease of park property ~~as stated in (B) above,~~ there shall be no change in the boundary of any park property.

~~(D)The sale, exchange, lease, or purchase of Village land in excess of Twenty-Five ($25,000) Thousand Dollars shall require a 4/5 affirmative vote of the Village Council.~~

PROPOSAL NUMBER THREE

ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY AND POWERS

*** * ***

Section 1.4. – Powers.

* * *

(E) In the event that any portion of the real property located within the Village at approximately SW 136 Street and SW 67 Avenue currently owned by the United States Department of Agriculture ("USDA Property") is transferred, conveyed or otherwise ceases to be owned by the federal government, the Village shall take all reasonable efforts to acquire such property. If the Village does acquire title to the parcel, a covenant running with the land shall be placed on the property ensuring its protection as a public park or recreational area and open space.

PROPOSAL NUMBER FOUR

ARTICLE II. - MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

*** * ***

Section 2.3. - Election and Term of Office.

(A) *Election and Term of Office of Mayor and Vice Mayor*. The Office of Mayor~~,~~ and 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.

(B) ~~*Seats*~~ *Election and Term of Office of Council Member.* Council members shall serve in seats numbered 1-3 described below, collectively "Seats." Individually each is a "Seat." One Council member shall be elected to each Seat. Each Council Member shall be elected to a Seat for a four-year term by the electors of the Residential Area corresponding to the Seat in the manner provided in Article V of this Charter. Said term shall end upon the swearing in of his/her successor.

Village Council Members for Seats 1 and 3 shall be elected at the general municipal election or runoff election to be held in the year 2030 and at the general municipal election or runoff election every four years thereafter. The Village Council Member in Seat 2 shall be elected at the general municipal election or runoff election to be held in the year 2028 and at the general municipal election or runoff election every four years thereafter.

(C) *Residential Areas~~.~~ (Seats 1—3).* The Village shall be divided into three residential areas. Individually each is a "Residential Area" collectively "Residential Areas." One Council member shall be elected to a Seat from each Residential Area. Council members from Residential Areas are collectively the "Residential Area Council members." Individually each is a "Residential Area Council member." The Residential Areas corresponding to each Seat are formally set forth below:

* * *

(1) The Council may change the boundaries of each Residential Area by ordinance adopted by majority vote of the members of the Council as follows:

(a) *Initial Transition.* In order to facilitate the transition from at-large Residential Area Seats to single-member district Seats corresponding to each Residential Area, the Village Council shall adopt revised geographical boundaries for the three Residential Area Seats by ordinance, which shall conform to the requirements of this section, constitutional standards, and other applicable requirements of law.

(b) *Decennial Census*. Changes to the boundaries of each Residential Area shall be considered within one year after publication of each decennial census, at which time the Village Council shall consider the number of residents in each of the three districts and, if necessary, cause the boundaries of the districts to be redrawn in order to conform to the requirements of this section, constitutional standards, and other applicable requirements of law.

(c) *Changes Necessitated by Law*. The Council may change the boundaries of each Residential Area from time to time by ordinance if required by prevailing law.

Nothing herein shall be deemed to prohibit the Village Council from considering restructuring of the boundaries of each Residential Area in the event of major changes in the population of any Residential Area brought about by annexation, contraction, substantial population shifts, or other similar circumstances.

(2) Residential Areas shall be redrawn in accordance with accepted redistricting standards. The geographic boundaries of the Residential Areas shall be composed of roughly equal populations, and shall be compact, proportional, and logically related to the natural boundaries of the neighborhoods within the Village. The principles of nondiscrimination and "one person, one vote" shall be strictly adhered to.

* * *

PROPOSAL NUMBER FIVE

ARTICLE II. - MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

*** * ***

Section 2.3. - Election and Term of Office.

* * *

(E) *Limitations on Length of Service*.

(1) Term Limits on Holding of Same Office. No person shall serve as either Mayor, Vice-Mayor, or Council ~~Person~~ Member for more than two consecutive terms~~.~~ in the same office unless a period no less than eight years has elapsed.

(2) Term Limits on Holding of Multiple Offices. No person may serve as a combination of Mayor, Vice-Mayor and Council M~~m~~member for more than three consecutive terms~~.~~ unless a period no less than eight years has elapsed.

This section shall not apply to elected officials holding office on November 2nd, 2026.

PROPOSAL NUMBER SIX

ARTICLE II. - MAYOR, VICE-MAYOR AND VILLAGE COUNCIL

*** * ***

Section 2.6. - Compensation; Reimbursement for Expenses.

Council members and the Vice-Mayor shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $2,000.00 per month. These payments shall be increased or decreased solely by amendment of this Charter. ~~Furthermore~~ E~~e~~lected officials ~~and authorized employees~~ of the Village shall receive reimbursement in accordance with applicable law~~, or as may be otherwise provided by ordinance,~~ for authorized and actual expenses incurred in the performance of their official duties. Authorized employees of the Village shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by Ordinance, for authorized expenses incurred in the performance of their official duties.

PROPOSAL NUMBER SEVEN

ARTICLE VI. - CHARTER AMENDMENTS

* * *

Section 6.2. - Charter Revision.

* * *

(D) If the Commission determines that an amendment or revision is needed, it shall submit the same to the ~~Council~~ Village Clerk no later than the deadline established by the ~~County Commission on Elections~~ Supervisor of Elections, so that the amendments or revisions as written, subject to review by the Village Attorney for legal sufficiency, can make the ballot of the next regularly scheduled election of the Village. Additional and ~~A~~alternative proposals may be submitted by the Village Council. The Village ~~Council~~ Clerk shall submit the ~~suggested amendments and revisions~~ proposals by the Commission through a Resolution prepared by the Village Attorney to the Council for submission to the Supervisor of Elections. Commission proposed amendments and revisions shall be placed directly on the ballot to the electors of the Village in accordance with the provisions of Section 6.1 at the next regularly scheduled election.

PROPOSAL NUMBER EIGHT

ARTICLE X. - MISCELLANEOUS PROVISIONS

* * *

Section 10.4. Transportation and Mobility

(A) Purpose and Policy.

The Village shall plan, design, fund, construct, and maintain its transportation network to improve safety, accessibility, connectivity, and mobility for all users, including pedestrians, bicyclists, golf cart users, transit users, persons with disabilities, motorists, and other users of the public right-of-way. The Village shall implement this Section in a manner that advances safe access to daily needs and civic destinations while preserving the Village's ability to perform timely routine maintenance and emergency repairs.

(B) Pedestrian, Bicycle and Golf Cart Facilities in Roadway Improvements.

(1) For purposes of this section:

(a) “Roadway improvement project” means any construction, reconstruction, resurfacing, or substantial rehabilitation of a public roadway or right-of-way owned, maintained or improved by the Village, but shall not include routine maintenance activities such as filling potholes, striping, or cleaning, or any emergency repairs.

(b) “Pedestrian, bicycling and golf cart facilities” means paths, crosswalks, shared-use paths, signage, and other infrastructure that supports safe and convenient pedestrian, bicycle and Golf Cart travel using complete streets designs.

(c) “Golf cart” shall mean a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes, as defined in Section 316.003(29), Florida Statutes, as amended.

(2) The Village shall incorporate safe streets pedestrian, bicycling and golf cart designs and facilities into the planning, design, and construction of all roadway improvement projects undertaken or funded in whole or in part by the Village (hereinafter, “Mobility Improvements”). The Village Council may waive the requirements of this Section only by a vote of at least four Councilmembers and a written finding, that:

(a) the implementation of pedestrian, bicycle or golf cart facilities in the Mobility Improvement is infeasible due to physical constraints or legal limitations; or

(b) the costs of pedestrian, bicycle, or golf cart facilities would be disproportionate to the overall cost of the roadway improvement project and there is no reasonable alternative funding source.

(C) Transportation Fund.

Subject to compliance with Florida Law, the Village shall establish and maintain a dedicated Transportation Fund from existing revenue. The fund shall contain at a minimum all Village proceeds from transportation surtax revenues, local option fuel tax revenues, and grants awarded for transportation improvements. The Village Council may, by ordinance or during the annual budget process, designate other revenues for Mobility Improvements into the fund.

Transportation Fund revenues shall only be used for Mobility Improvements, safety improvements, accessibility improvements, traffic calming, grant matching funds, and preservation of existing multimodal facilities. Priority shall be given to projects that improve connectivity to parks, schools, places of worship, civic and institutional uses, transit stops, and commercial, mixed-use, or other daily-need destinations.

The Transportation Fund shall be maintained with separate accounting records and shall be included in the Village's annual independent audit. Nothing herein shall be interpreted to require or permit the transfer of funds to the Transportation Fund where prohibited by federal, state, or local law, or if necessary for compliance with grant requirements.

(D) Implementing Ordinances.

The Village Council shall adopt implementing ordinances to administer and strengthen the Mobility Improvements required in this Section within eighteen months of the effective date of this Section. Implementing ordinances shall establish definitions, design standards, Transportation Fund accounting rules, documentation procedures, anti-back sliding provisions, and administrative procedures. Implementing ordinances may adopt standards more protective of safety, accessibility, connectivity, or multimodal mobility than those stated in this Section.

(E) Construction.

This Section shall be construed to create binding duties on the Village to plan, evaluate, prioritize, fund where legally available and appropriated, report, preserve existing facilities, and pursue implementation of Mobility Improvements as provided herein. This Section shall be liberally construed to achieve its purposes and intent of improving safety,

accessibility, connectivity, and mobility for all users of the Village's transportation network.

This Section shall not require the Village to construct an improvement where construction is legally prohibited, outside Village jurisdiction, physically infeasible, subject to an approved exception, or dependent on funds that have not been legally appropriated. Nothing in this Section shall be construed to handicap, delay, or impair the Village's ability to undertake necessary capital projects, public works, drainage, stormwater, utility, or infrastructure improvements, or to interfere with the Village's existing contractual obligations, bond covenants, interlocal agreements, or other legally binding commitments in effect at the time this Section takes effect.

If any portion of this Section is held invalid, the remaining portions shall remain in effect to the fullest extent permitted by law.

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
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, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Voter_Fatigue_CRC_Amendments

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village of Palmetto Bay Charter serves as the foundational governing document for the Village, establishing its structure, powers, and responsibilities; and

WHEREAS, any amendments to the Charter should be presented to voters in a manner that is clear, transparent, and conducive to informed decision-making; and

WHEREAS, the Village is considering placing a significant number of proposed Charter amendments on a single ballot; and

WHEREAS, an extensive and complex ballot may lead to voter confusion, fatigue, and reduced comprehension of individual ballot questions; and

WHEREAS, voter fatigue may result in incomplete ballots, uninformed voting, or unintended outcomes that do not reflect the true will of the residents; and

WHEREAS, it is the responsibility of the Mayor and Village Council to ensure that the electoral process is accessible, understandable, and respectful of voters' ability to make informed choices; and

WHEREAS, best practices in municipal governance encourage the thoughtful pacing and clear presentation of Charter amendments, including consideration of grouping, sequencing, or limiting the number presented at any one time; and

WHEREAS, The Mayor and Village Council recognize that all parties share the common goal of ensuring that any changes to the Charter reflect the informed will of the community.

WHEREAS, providing residents with sufficient time, education, and outreach regarding proposed Charter changes strengthens public trust and civic engagement.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

Section 2. The Mayor and Village Council hereby express concern that placing a large number of Charter amendments on a single ballot may create unnecessary voter confusion and fatigue, potentially undermining the integrity of the decision-making process.

Section 3. The Mayor and Village Council urge that Charter amendments be presented in a manner that promotes clarity and voter understanding, including consideration of limiting the number of amendments per election cycle, grouping related items where appropriate, and ensuring plain-language explanations.

Section 4. The Village affirms its commitment to robust public education, outreach, and engagement to ensure residents fully understand the implications of any proposed Charter amendments prior to voting.

Section 5. The Village Manager and Village Clerk are hereby directed to provide this Resolution to the Charter Revision Commission and any relevant advisory bodies for consideration in their deliberations.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and **ADOPTED** this 4th day of May 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
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.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

SUBMITTED BY: Nick Marano, Village Manager's Office

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A CONTENT-NEUTRAL POLICY GOVERNING THE VILLAGE'S OFFICIAL SOCIAL MEDIA ACCOUNTS UNDER WHICH THE VILLAGE SHALL NOT POST, PUBLISH, OR DISSEMINATE CONTENT THAT RECOGNIZES, CELEBRATES, COMMEMORATES, OR ACKNOWLEDGES RELIGIOUS HOLIDAYS OR OBSERVANCES; PROVIDING FOR SCOPE AND EXCEPTIONS; PROVIDING FOR IMPLEMENTATION BY THE VILLAGE MANAGER; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager, Nick Marano)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso-Religious Policy Village Administration

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A CONTENT-NEUTRAL POLICY GOVERNING THE VILLAGE'S OFFICIAL SOCIAL MEDIA ACCOUNTS UNDER WHICH THE VILLAGE SHALL NOT POST, PUBLISH, OR DISSEMINATE CONTENT THAT RECOGNIZES, CELEBRATES, COMMEMORATES, OR ACKNOWLEDGES RELIGIOUS HOLIDAYS OR OBSERVANCES; PROVIDING FOR SCOPE AND EXCEPTIONS; PROVIDING FOR IMPLEMENTATION BY THE VILLAGE MANAGER; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Village Manager Nick Marano)*

WHEREAS, the Village of Palmetto Bay (the "Village") maintains official social media accounts and pages on various platforms that it operates as channels of governmental communication and uses to convey messages, announcements, and information on behalf of the Village; and

WHEREAS, content posted by the Village on its official social media accounts constitutes government speech, and the Village retains broad discretion to determine the subject matter, scope, and content of the messages it chooses to convey through those accounts; and

WHEREAS, the Village serves a diverse community whose residents adhere to many different faiths and religious traditions, as well as residents who hold no religious affiliation; and

WHEREAS, the Establishment Clause of the First Amendment to the United States Constitution, the corresponding provisions of Article I, Section 3 of the Florida Constitution, and the principle of governmental neutrality toward religion counsel that a municipality should neither endorse nor disfavor any religion or religious observance; and

WHEREAS, it is impracticable for the Village to recognize, with equal frequency and equal prominence, the religious holidays and observances of every faith tradition represented within the community, and selective recognition of some religious observances but not others risks the appearance of governmental preference among religions; and

WHEREAS, effective January 1, 2027, section 166.04971, Florida Statutes, as created by chapter 2026-43, Laws of Florida, prohibits a municipality from funding or promoting, directly or indirectly, or taking any official action relating to diversity, equity, and inclusion, which is defined to include any effort undertaken with reference to race, color, sex, ethnicity, gender identity, or sexual orientation; and

WHEREAS, while section 166.04971 does not enumerate religion among its covered characteristics, and section 166.04971(7)(b) provides that the statute does not prohibit a municipality from recognizing holidays designated by federal or state law, the Village Council finds that a uniform policy of non-recognition of religious holidays and observances on its official social media accounts forecloses any contention that such recognition is an effort undertaken with

reference to a covered characteristic, and that, because the foregoing statutory exceptions are permissive rather than mandatory, this policy is fully consistent with section 166.04971; and

WHEREAS, the Village Council finds that adopting a uniform, content-neutral policy under which the Village refrains from recognizing religious holidays and observances on its official social media accounts, while continuing to recognize secular and civic observances and to provide essential operational information, best serves the interests of governmental neutrality, equal treatment of all residents, and the efficient use of public communication resources; and

WHEREAS, the Village Council finds that the adoption of this Resolution is in the best interests of the Village and its residents.

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

Section 1. Recitals. The above recitals are true and correct and incorporated as if set forth in full.

Section 2. Policy Established. The Village shall not post, publish, share, or otherwise disseminate, on any official Village social media account, any content the purpose of which is to recognize, celebrate, commemorate, honor, or extend greetings in connection with any religious holiday, religious observance, or religious occasion. This policy shall be applied uniformly and in a content- and viewpoint-neutral manner with respect to all religions and all faith traditions, without preference for or against any of them.

Section 3. Definitions. For purposes of this Resolution, "official Village social media account" means any social media page, profile, channel, or account that is created, owned, maintained, or controlled by the Village, or by Village staff acting in their official capacity, on any platform, to communicate on behalf of the Village. "Religious holiday or observance" means a holiday, festival, holy day, or day of observance that is religious in origin or character.

Section 4. Scope and Exceptions. Nothing in this Resolution shall be construed to prohibit, restrict, or limit the following:

(a) The recognition or promotion of holidays designated by federal law, including those designated in 5 U.S.C. s. 6103; state holidays and special observances designated by state law, including those designated in chapter 683, Florida Statutes; and patriotic and national observances recognized by federal law, including those designated in 36 U.S.C. ss. 101-148; provided that any such recognition addresses the day in its capacity as a designated legal holiday or observance, or as an operational matter, and does not recognize or celebrate the religious character of any such day;

(b) Purely informational or operational notices, including notices that Village offices, facilities, or services will be closed or operating on a modified schedule on a

particular date, provided that such notices are factual and do not recognize or celebrate the religious character of any day;

(c) Factual, educational, or historical content concerning the cultural, historical, or community significance of an event, where presented in a neutral and informational manner;

(d) Content recognizing community events sponsored or co-sponsored by the Village that are open to the general public, presented in a manner consistent with governmental neutrality toward religion; and

(e) Any content the Village is otherwise required by law to publish.

Section 5. Implementation. The Village Manager, or designee, is hereby authorized and directed to implement this Resolution and to develop, adopt, and maintain administrative procedures and staff guidance consistent herewith governing the management and content of the Village's official social media accounts.

Section 6. Repeal of Resolutions in Conflict. All resolutions or parts thereof in conflict are hereby repealed to the extent of such conflict.

Section 7. Severability. The provisions of this Resolution are declared to be severable, and if any sentence, section, clause, or phrase of this Resolution 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 Resolution, but they shall remain in effect it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of _____, 2026.

Attest:

_____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
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.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 6, 2026
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, REQUIRING ENHANCED TRANSPARENCY AND FISCAL ACCOUNTABILITY FOR LEGAL SERVICES AND LITIGATION EXPENDITURES; REQUIRING REGULAR PUBLIC REPORTING OF LEGAL SERVICES AND LITIGATION EXPENDITURES; DIRECTING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Legal Expenses Accountability
Legal Expenses FY 2024 2025 2026 to June 2026
FY2025 Legal expenditure report

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING ENHANCED TRANSPARENCY AND FISCAL ACCOUNTABILITY FOR LEGAL SERVICES AND LITIGATION EXPENDITURES; REQUIRING REGULAR PUBLIC REPORTING OF LEGAL SERVICES AND LITIGATION EXPENDITURES; DIRECTING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village Attorney Department's adopted FY 2026 budget of $323,576 is projected to reach approximately $1,126,216 in actual expenditures, an increase of approximately $802,640, or two-hundred forty-eight percent (248%) above budget; and

WHEREAS, legal expenditures have become one of the Village's fastest-growing costs, driven largely by litigation and related legal matters; and

WHEREAS, residents and Councilmembers have a legitimate interest in understanding how public funds are being spent on legal services and the fiscal impact of those expenditures on Village operations and priorities; and

WHEREAS, greater transparency and accountability promote public trust and sound financial management.

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

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

Section 2. Monthly Legal Expenditure Report. The Village Manager and Village Attorney shall provide a monthly public report showing:

1. Total legal expenditures for the month and fiscal year to date.
2. Comparison to the adopted budget.

3. Projected year-end legal expenditures.
4. Any anticipated budget overruns.

Section 3. Matter-by-Matter Reporting. The report shall identify each active litigation, claim, ethics matter, administrative proceeding, or other legal matter for which expenses have been incurred and shall include:

1. General description of the matter.
2. Monthly and fiscal year-to-date legal costs.
3. Total cumulative costs since inception.
4. Outside counsel, expert, mediation, court reporting, and other litigation support costs, if applicable.

No attorney-client privileged information shall be disclosed.

Section 4. Public Availability. All reports shall be posted on the Village website and included in the next available Council agenda packet.

Section 5. Purpose. The Council finds that reporting only aggregate legal expenditures or the Village Attorney's current monthly activity log does not provide sufficient transparency regarding the use of public funds. Matter-by-matter reporting is necessary to permit meaningful fiscal oversight and informed public discussion.

Section 6. Effective Date. The Village Manager and Village Attorney shall implement this Resolution within sixty (60) days of adoption.

PASSED and **ADOPTED** this 6th day of July, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
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 _____

Record	Account	Description	B	2026 Actual	2025 Actual	2024 Actual
1	0001-001-514000-AT	GENERAL LEGAL	*	248,925.56	127,080.77	162,194.59
2	0001-001-514000-AT	LITIGATION RESERVE	*	565,366.44	855,387.01	359,197.62
3	0001-001-514000-AT	ZONING APPLICATIONS		0.00	0.00	0.00
4	0001-001-514000-AT	GENERAL OPERATING SUPPLIES		0.00	0.00	0.00
5	0001-001-514000-AT	PUBLICATIONS SUBSCRIPT MEMBR		0.00	500.00	500.00
6	0001-001-514000-AT	PROFESSIONAL DEVELOPMENT		0.00	0.00	0.00

VILLAGE OF PALMETTO BAY

Check Transfer Date	Check Transfer #	Invoice #	Description	Total Amount	Vendor Name	Fiscal Year
11/8/2024	45680	5911	LITIGATION	342.10	LEHTINEN SCHULTZ, PLLC.	2025
11/15/2024	45718	12613	PROJECT MANAGEMENT AND EVERLAW HOSTING	927.00	COBRA LEGAL SOLUTIONS, LLC.	2025
11/15/2024	45774	292981	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	3,870.00	WEISS SEROTA HELFMAN	2025
11/15/2024	45774	292978	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	3,210.00	WEISS SEROTA HELFMAN	2025
11/15/2024	45774	292979	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,440.00	WEISS SEROTA HELFMAN	2025
11/15/2024	45774	292980	006-6 FAIRCHILD BAY SUBDIVISION LLC - DECLARATORY INJUNCTIVE RELIEF DENIAL ZONIN	1,405.00	WEISS SEROTA HELFMAN	2025
11/15/2024	45774	292977	006 SPECIAL COUNSEL FOR LITIGATION MATTERS	180.00	WEISS SEROTA HELFMAN	2025
11/22/2024	45813	3846	LEGAL SERVICES - WASA TITLE OPINION FOR CRP	4,924.00	LOTT & LEVINE	2025
11/22/2024	45813	3844	LEGAL SERVICES - VETERANS PARK	1,187.50	LOTT & LEVINE	2025
11/22/2024	45813	3845	LEGAL SERVICES-GRANT OF LICENSE FOR FENCE AT NICKLAUS CHILDREN'S HOSPITA	478.00	LOTT & LEVINE	2025
12/6/2024	45888	202264	PLANTS OF RUSKIN LLC V. THE VILLAGE OF PALMETTO BAY	360.72	MENDLESTEIN & DAVIS, P.A., FALK, WAAS, SOLOMON	2025
12/13/2024	45922	12812	PROJECT MANAGEMENT AND EVERLAW HOSTING	979.50	COBRA LEGAL SOLUTIONS, LLC.	2025
12/13/2024	45938	241125BAL	FPL PALMETTO BAY POWER STATION RETAINER CRB GEOLOGICAL & ENVIRONMENTAL SERVICES	9,250.00	WEISS SEROTA HELFMAN	2025
12/13/2024	45938	294273	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	4,863.15	WEISS SEROTA HELFMAN	2025
12/13/2024	45938	294269	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	2,950.00	WEISS SEROTA HELFMAN	2025
12/13/2024	45938	294270	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,230.00	WEISS SEROTA HELFMAN	2025
12/13/2024	45938	294272	006-6 FAIRCHILD BAY SUBDIVISION LLC - DECLARATORY INJUNCTIVE RELIEF DENIAL ZONIN	870.00	WEISS SEROTA HELFMAN	2025
12/13/2024	45938	294271	006-5 FAIRCHILD BAY SUBDIVISION LLC WRIT OF CERTIORARI DENIAL REZONING	750.00	WEISS SEROTA HELFMAN	2025
12/13/2024	45938	294268	006 SPECIAL COUNSEL FOR LITIGATION MATTERS	180.00	WEISS SEROTA HELFMAN	2025
1/3/2025	46066	202802	PLANTS OF RUSKIN LLC V. THE VILLAGE OF PALMETTO BAY	1,123.87	MENDLESTEIN & DAVIS, P.A., FALK, WAAS, SOLOMON	2025
1/10/2025	46126	5983	PUBLICATION FEE TO COMMUNITY NEWS	350.00	LEHTINEN SCHULTZ, PLLC.	2025
1/17/2025	46151	13117	EVERLAW HOSTING	752.00	COBRA LEGAL SOLUTIONS, LLC.	2025
1/17/2025	46184	80639	YACHT CLUB BY LUXCOM LLC - FOR PROFESSIONAL SERVICES	1,266.23	JOHNSON ANSELMO MURDOCH BURKE, PIPER & HOCHMAN, P.A.	2025
1/17/2025	46154	5295	LEGAL REPRESENTATION: TANGLEWOOD PROJECT (FROM AUGUST TO DECEMBER 2024)	70,000.00	JORGE LUIS LOPEZ LAW FIRM, LLC	2025
1/17/2025	46154	5296	LEGAL SERVICES: 87TH AVE BRIDGE PROJECT (FROM AUGUST TO DECEMBER 2024)	65,000.00	JORGE LUIS LOPEZ LAW FIRM, LLC	2025
1/17/2025	46170	295785	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	26,050.00	WEISS SEROTA HELFMAN	2025
1/17/2025	46170	295782	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	3,060.00	WEISS SEROTA HELFMAN	2025
1/17/2025	46170	295786	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	1,800.00	WEISS SEROTA HELFMAN	2025
1/17/2025	46170	295783	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,715.00	WEISS SEROTA HELFMAN	2025
1/17/2025	46170	295787	011 AMERICAN RESCUE PLAN ACT OVERSIGHT	635.00	WEISS SEROTA HELFMAN	2025
1/17/2025	46170	295784	006-6 FAIRCHILD BAY SUBDIVISION LLC - DECLARATORY INJUNCTIVE RELIEF DENIAL ZONIN	450.00	WEISS SEROTA HELFMAN	2025
1/24/2025	46225	81015	YACHT CLUB BY LUXCOM LLC-FOR PROFESSIONAL SERVICES	3,801.64	JOHNSON ANSELMO MURDOCH BURKE, PIPER & HOCHMAN, P.A.	2025
1/24/2025	46229	3862	LEGAL SERVICES - VETERANS PARK	1,150.00	LOTT & LEVINE	2025
1/31/2025	46271	01/24/25MOTION	MOTION FOR FINAL JUDGEMENT AND COSTS	3,972.00	MIAMI-DADE COUNTY	2025
2/14/2025	46362	13512	EVERLAW HOSTING	752.00	COBRA LEGAL SOLUTIONS, LLC.	2025
2/14/2025	46406	6031	LITIGATION	682.00	LEHTINEN SCHULTZ, PLLC.	2025
2/28/2025	46509	81393	YACHT CLUB BY LUXCOM LLC-FOR PROFESSIONAL SERVICES	1,519.20	JOHNSON ANSELMO MURDOCH BURKE, PIPER & HOCHMAN, P.A.	2025
2/28/2025	46480	9170372	PROFESSIONAL SERVICES RENDERED THROUGH 01/31/25	3,300.00	MCCARTER & ENGLISH, LLP.	2025
2/28/2025	46493	296793	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	28,230.68	WEISS SEROTA HELFMAN	2025
2/28/2025	46493	296795	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	2,885.44	WEISS SEROTA HELFMAN	2025
2/28/2025	46493	296794	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,590.00	WEISS SEROTA HELFMAN	2025
2/28/2025	46493	296792	006 SPECIAL COUNSEL FOR LITIGATION MATTERS	870.00	WEISS SEROTA HELFMAN	2025
2/28/2025	46493	296796	006-9 BARLOW, JOSEPH - CHAPTER 7 BANKRUPTCY	390.00	WEISS SEROTA HELFMAN	2025
3/7/2025	46570	6092	LITIGATION	1,100.00	LEHTINEN SCHULTZ, PLLC.	2025
3/14/2025	46613	10059124	FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/25	6,300.00	AKERMAN LLP	2025
3/14/2025	46598	13787	PROJECT MANAGEMENT AND EVERLAW HOSTING	822.00	COBRA LEGAL SOLUTIONS, LLC.	2025
3/28/2025	46725	9177377	SPECIAL MASTER ORDER FOR FEBRUARY 2025	5,800.00	MCCARTER & ENGLISH, LLP.	2025
3/28/2025	46752	205573	VILLAGE OF PALMETTO BAY -GENERAL FILE	2,720.00	MENDLESTEIN & DAVIS, P.A., FALK, WAAS, SOLOMON	2025
4/4/2025	46804	6160	LITIGATION	264.00	LEHTINEN SCHULTZ, PLLC.	2025
4/11/2025	46830	14090	LUXCOM PROJECT MNGT, FORENSIC MNGT, FORENSIC COLL AND EVERLAW HOSTING	5,991.00	COBRA LEGAL SOLUTIONS, LLC.	2025
4/18/2025	46893	9181665	SPECIAL MASTER ORDER FOR FEBRUARY 2025	1,200.00	MCCARTER & ENGLISH, LLP.	2025
4/18/2025	46900	299877	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	20,295.85	WEISS SEROTA HELFMAN	2025
4/18/2025	46900	299879	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	2,406.35	WEISS SEROTA HELFMAN	2025
4/18/2025	46900	299878	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,593.75	WEISS SEROTA HELFMAN	2025
4/18/2025	46900	299876	003 GENERAL LAND USE AND ZONING ANALYSIS	1,375.00	WEISS SEROTA HELFMAN	2025
4/18/2025	46900	299880	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	875.00	WEISS SEROTA HELFMAN	2025
5/2/2025	47007	3940	LEGAL SERVICES - VETERANS PARK	4,987.50	LOTT & LEVINE	2025
5/2/2025	47007	3943	OWNERSHIP OF 7505 SW 141 ST	1,684.50	LOTT & LEVINE	2025
5/2/2025	47007	3941	DISCHARGABILITY OF CE LIENS BY TAX DEED-9261 SW 183 TER	1,553.75	LOTT & LEVINE	2025
5/2/2025	47007	3942	TERMINATION OF CLAIM OF LIEN BY FORECLOSURE-8082 SW 173 TER	1,182.50	LOTT & LEVINE	2025
5/2/2025	46995	298745	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	27,892.25	WEISS SEROTA HELFMAN	2025
5/2/2025	46995	298747	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	3,859.67	WEISS SEROTA HELFMAN	2025
5/2/2025	46995	298746	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,865.00	WEISS SEROTA HELFMAN	2025
5/2/2025	46995	298748	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	300.00	WEISS SEROTA HELFMAN	2025

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Check Transfer Date	Check Transfer #	Invoice #	Description	Total Amount	Vendor Name	Fiscal Year
5/2/2025	46995	298749	006-9 BARLOW, JOSEPH - CHAPTER 7 BANKRUPTCY	59.55	WEISS SEROTA HELFMAN	2025
5/8/2025	47056	6223	LEGAL SERVICES -LUXCOM DOCUMENT SEARCH	330.00	LEHTINEN SCHULTZ, PLLC.	2025
5/8/2025	47056	6222	LEGAL SERVICES -LUXCOM DOCUMENT SEARCH	154.00	LEHTINEN SCHULTZ, PLLC.	2025
5/16/2025	47085	14420	LUXCOM V. VILLAGE OF PALMETTO BAY	139,930.40	COBRA LEGAL SOLUTIONS, LLC.	2025
5/23/2025	47145	9189626	SPECIAL MASTER ORDER FOR APRIL 2025	7,350.00	MCCARTER & ENGLISH, LLP.	2025
5/23/2025	47164	207312	VILLAGE OF PALMETTO BAY -GENERAL FILE	40.00	MENDLESTEIN & DAVIS, P.A., FALK, WAAS, SOLOMON	2025
6/6/2025	47246	38188	TRANSCRIPTION SERVICES LUXCOM YATCH CLUB	529.20	BRUMM, VEGA & ASSOCIATES, INC	2025
6/6/2025	47257	6260	VILLAGE OF PALMETTO BAY LITIGATION	814.00	LEHTINEN SCHULTZ, PLLC.	2025
6/13/2025	47286	14746	LUXCOM V. VILLAGE OF PALMETTO BAY	18,257.13	COBRA LEGAL SOLUTIONS, LLC.	2025
6/27/2025	47373	302685	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	124,868.00	WEISS SEROTA HELFMAN	2025
6/27/2025	47373	302687	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	5,375.35	WEISS SEROTA HELFMAN	2025
6/27/2025	47373	302684	006 SPECIAL COUNSEL FOR LITIGATION MATTERS	1,868.04	WEISS SEROTA HELFMAN	2025
6/27/2025	47373	302689	012 17777 OLD CUTLER RD, LLC - PETITION FOR WRIT	1,750.55	WEISS SEROTA HELFMAN	2025
6/27/2025	47373	302686	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,312.50	WEISS SEROTA HELFMAN	2025
6/27/2025	47373	302688	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	1,250.00	WEISS SEROTA HELFMAN	2025
7/11/2025	47510	6314	VILLAGE OF PALMETTO BAY LITIGATION	1,146.00	LEHTINEN SCHULTZ, PLLC.	2025
7/11/2025	47496	303426	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	88,409.66	WEISS SEROTA HELFMAN	2025
7/11/2025	47496	303428	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	5,084.36	WEISS SEROTA HELFMAN	2025
7/11/2025	47496	303430	014 PUBLIC RECORDS RESPONSE ASSISTANCE	3,437.70	WEISS SEROTA HELFMAN	2025
7/11/2025	47496	303427	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,343.75	WEISS SEROTA HELFMAN	2025
7/11/2025	47496	303429	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	1,312.50	WEISS SEROTA HELFMAN	2025
7/11/2025	47496	303425	006 SPECIAL COUNSEL FOR LITIGATION MATTERS	505.11	WEISS SEROTA HELFMAN	2025
7/18/2025	47530	15087	LUXCOM V. VILLAGE OF PALMETTO BAY	17,867.97	COBRA LEGAL SOLUTIONS, LLC.	2025
7/25/2025	47591	9202344	SPECIAL MASTER ORDER FOR JUNE 2025	5,400.00	MCCARTER & ENGLISH, LLP.	2025
8/8/2025	47700	6333	VILLAGE OF PALMETTO BAY LITIGATION	748.00	LEHTINEN SCHULTZ, PLLC.	2025
8/15/2025	47738	304793	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	39,994.25	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	300862	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	37,500.48	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	304795	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	8,734.35	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	304797	014 PUBLIC RECORDS RESPONSE ASSISTANCE	5,854.83	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	300864	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT`1	4,031.25	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	304794	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,906.25	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	304796	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	1,437.50	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	300863	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,375.00	WEISS SEROTA HELFMAN	2025
8/15/2025	47738	300865	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	1,312.50	WEISS SEROTA HELFMAN	2025
9/5/2025	47891	15456	LUXCOM V. VILLAGE OF PALMETTO BAY	23,212.20	COBRA LEGAL SOLUTIONS, LLC.	2025
9/5/2025	47917	6368	VILLAGE OF PALMETTO BAY LITIGATION	496.00	LEHTINEN SCHULTZ, PLLC.	2025
9/5/2025	47895	9209133	SPECIAL MASTER ORDER FOR JUN/JULY 2025	7,950.00	MCCARTER & ENGLISH, LLP.	2025
9/5/2025	47918	210814	VILLAGE OF PALMETTO BAY -GENERAL FILE	240.00	MENDLESTEIN & DAVIS, P.A., FALK, WAAS, SOLOMON	2025
9/12/2025	47932	15817	LUXCOM V. VILLAGE OF PALMETTO BAY	5,943.00	COBRA LEGAL SOLUTIONS, LLC.	2025
9/12/2025	47949	306381	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	9,537.66	WEISS SEROTA HELFMAN	2025
9/12/2025	47949	306383	006-7 YACHT CLUB BY LUXCOM LLC-CHALLENGE MARINE OPERATING PERMIT	1,381.00	WEISS SEROTA HELFMAN	2025
9/12/2025	47949	306382	006-3 YATCH CLUB BY LUXCOM -OPPOSITION TO COUNTY CLASS PERMIT	1,375.00	WEISS SEROTA HELFMAN	2025
9/12/2025	47949	306384	006-8 YATCH CLUB BY LUXCOM LLC-VESTED RIGHTS APPEAL	1,375.00	WEISS SEROTA HELFMAN	2025
9/12/2025	47949	306385	014 PUBLIC RECORDS RESPONSE ASSISTANCE	426.15	WEISS SEROTA HELFMAN	2025
9/12/2025	47949	306380	006 SPECIAL COUNSEL FOR LITIGATION MATTERS	312.50	WEISS SEROTA HELFMAN	2025
9/19/2025	48018	4066	DISCHARGABILITY OF CE LIENS BY TAX DEED-9261 SW 183 TER	2,934.00	LOTT & LEVINE	2025
9/19/2025	48018	4065	LEGAL SERVICES - VETERANS PARK	189.00	LOTT & LEVINE	2025
9/26/2025	48031	9214545	SPECIAL MASTER ORDER FOR JULY 2025	2,875.00	MCCARTER & ENGLISH, LLP.	2025
9/26/2025	48062	2116699	CODY, STEPHEN V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER	24,708.70	MENDLESTEIN & DAVIS, P.A., FALK, WAAS, SOLOMON	2025

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AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 6, 2026

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, SUPPORTING LITIGATION CHALLENGING THE PROPOSED CONSTITUTIONAL AMENDMENT ENTITLED "SAVE OUR HOMES FROM EXCESSIVE PROPERTY TAXES"; AUTHORIZING THE VILLAGE'S PARTICIPATION AS A PLAINTIFF IN SUCH LITIGATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CHAD FRIEDMAN, ESQ.; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-Regarding Property Tax Amendment

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING LITIGATION CHALLENGING THE PROPOSED CONSTITUTIONAL AMENDMENT ENTITLED "SAVE OUR HOMES FROM EXCESSIVE PROPERTY TAXES"; AUTHORIZING THE VILLAGE'S PARTICIPATION AS A PLAINTIFF IN SUCH LITIGATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CHAD FRIEDMAN, ESQ.; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

WHEREAS, Article XI, Section 5 of the Florida Constitution and Section 101.161(1), Florida Statutes, require that proposed constitutional amendments submitted to the voters contain a ballot title and ballot summary that fairly and accurately advise voters of the chief purpose and effect of the proposal;

WHEREAS, the Florida Legislature adopted CS/HJR 1F proposing amendments to Article VII and Article XII of the Florida Constitution concerning property taxation and related matters; and

WHEREAS, the ballot title approved by the Legislature is "SAVE OUR HOMES FROM EXCESSIVE PROPERTY TAXES"; and

WHEREAS, the Village Council finds that the ballot title employs political and persuasive language rather than neutral and objective language describing the legal effect of the proposed amendment; and

WHEREAS, the ballot summary states, among other things, that the amendment would "ensure funding for core services" and "protect small businesses"; and

WHEREAS, the Village Council finds that such phrases constitute political rhetoric and advocacy rather than a plain, clear, and unbiased explanation of the amendment's chief purpose and legal effect; and

WHEREAS, Florida courts have repeatedly held that ballot titles and summaries must be accurate, informative, and free from misleading language so that voters are not misled as to the true meaning and ramifications of a proposed constitutional amendment; and

WHEREAS, the Village Council believes that substantial legal grounds exist to challenge the ballot title and summary of the proposed amendment and to seek judicial review concerning whether the proposal complies with the requirements of Article XI, Section 5 of the Florida Constitution and Section 101.161(1), Florida Statutes; and

WHEREAS, the law firm of Weiss Serota Helfman Cole + Bierman has offered to prosecute such litigation on a *pro bono* basis; and

WHEREAS, the Village Council finds that participation in such litigation is in the best interests of the Village and its residents because the proposed amendment may substantially affect municipal revenues and local government services throughout the State of Florida..

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

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

Section 2. Support for Litigation. That the Village Council supports litigation challenging the ballot title and ballot summary of the proposed constitutional amendment entitled “SAVE OUR HOMES FROM EXCESSIVE PROPERTY TAXES” and authorizes the Village of Palmetto Bay to participate as a plaintiff in such litigation.

Section 3. Authorization of Village Manager. The Village Manager is authorized to execute any pleadings, verifications, authorizations, consents, engagement documents, or other instruments reasonably necessary to permit the Village's participation as a plaintiff in such litigation, subject to review by the Village Attorney.

Section 4. Direction to Village Clerk. The Village Clerk is directed to transmit a certified copy of this Resolution to Chad Friedman, Esq., Weiss Serota Helfman Cole + Bierman, P.L., and to take such additional administrative actions as may be necessary to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 6th day of July, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

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ORDINANCE NO. 2026-01

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2.51, "CHARTER REVISION COMMISSION," OF THE VILLAGE CODE; REQUIRING THE VILLAGE COUNCIL TO FORWARD TO THE VILLAGE ELECTORS ALL CHARTER AMENDMENTS OR REVISIONS UNALTERED AS RECOMMENDED BY THE CHARTER REVISION COMMISSION; CLARIFYING THAT THE VILLAGE COUNCIL MAY SUBMIT ALTERNATIVE AMENDMENTS OR REVISIONS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Charter Revision Commission (the "Commission") performs a critical function under the Village Charter by ensuring that Village electors (the "electors") retain the authority to revise the Charter adopted at the time of the municipal incorporation of the Village of Palmetto Bay; and

WHEREAS, on December 3, 2025, the Village Council (the "Council") adopted a resolution affirming that the Council is required to forward to the electors all Charter revisions unaltered as recommended by the Commission; and

WHEREAS, the Council desires to codify in the Village Code of Ordinances the requirement that all Charter amendments or revisions unaltered as recommended by the Commission shall be forwarded to the electors; and

WHEREAS, the Council further desires to clarify that it retains the authority to submit alternative Charter amendments or revisions to the electors for consideration.

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

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Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

Section 2. Statement of Intent. It is the legislative intent of the Mayor and Council of the Village of Palmetto Bay to affirm and preserve the independent authority of the Charter Revision Commission as established by the Village Charter and to ensure that Village electors receive, without alteration, all Charter amendments or revisions duly recommended by the Commission. This Ordinance is intended to promote transparency, voter choice, and the orderly exercise of Charter revision authority consistent with the will of the electors and the foundational principles of the Village Charter.

Section 3. Amendment to Section 2.51 of the Village Code. Section 2.51 of the Municipal Code of the Village of Palmetto Bay is hereby amended to read as follows (additions underlined):

> If the Commission determines that an amendment or revision is needed, it shall submit the same to the Village Council no later than the deadline established by the Miami-Dade County Supervisor of Elections, so that such amendment or revision may be placed on the ballot for the next regularly scheduled Village election. The Village Council shall submit to the Village electors all amendments or revisions to the Charter unaltered as recommended by the Charter Revision Commission. The Village Council may also submit alternative Charter amendments or revisions to the Village electors, in accordance with the provisions of Section 6.1 of the Village Charter, at the next regularly scheduled Village election.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. It is the legislative intent of the Village Council 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

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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 12th day of January, 2026.

PASSED AND ADOPTED ON SECOND READING this 2nd day of February, 2026.

Attest: Signed by: Missy Arocha 6E[illegible]1E5E8C480... **Missy Arocha**
Village Clerk

Signed by: Karyn Cunningham 35B[illegible]CD2D0CB470... **Karyn Cunningham**
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

Signed by: C71CE56E4F6849D...
John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham	NO
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES

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FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham	NO
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES