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, APRIL 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. Recognition of Police Commander Mari Guerra upon her Retirement from the Village of Palmetto Bay Policing Unit

   B. Proclamation to the Everglades Foundation to commemorate "Everglades Action Day"

C. Proclamation in honor of World Autism Awareness Month (Rising Start Foundation)

D. Recognition of U.S. Air Force Academy Cadet (Leo Snyder)

E. Recognition of U.S. Naval Academy Midshipmen (Gavin Linton)

F. Recognition of Southwood Middle School Cheerleaders

G. Recognition of University of Miami Engineering Students for Stormwater Masterplan Project (Jess Austin, Emma Gonsalves, Maria Mastrando, Courtni Spencer, and Aobo Wang)

H. Recognition of the observance of Ramadan (presented by Councilmember Patrick Fiore)

3. APPROVAL OF MINUTES

A. Regular Council Meeting (March 2, 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. Presentation on Audited Financial Statements for Fiscal Year 25

B. Departmental Updates

C. Lobbyist Legislative Update

D. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Attorney Expenses

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar: April 2026

B. Passport Acceptance Facility Update

C. Member Solicitation: Education Advisory Committee

D. Member Solicitation: Education Advisory Committee

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (January 20, 2026)

B. Charter Revision Commission Meeting (February 18, 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, REGARDING COUNCIL COMMITTEES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY AT SECTION 2-46, "COMMITTEES," TO REVISE AND AMEND PROVISIONS RELATING TO THE ESTABLISHMENT, COMPOSITION, DUTIES, AND PROCEDURES OF COUNCIL COMMITTEES; PROVIDING FOR CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson and Co-Sponsored by Village Clerk Missy Arocha) (Passed on First Reading-March 2, 2026, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING COUNCIL DISCUSSION; AMENDING THE CODE OF ORDINANCES AT SECTION 2-49(A), "COUNCIL DISCUSSION, PUBLIC PARTICIPATION AND DECORUM", BY ESTABLISHING A TOTAL TIME LIMIT FOR EACH COUNCILMEMBER'S QUESTIONS AND DISCUSSION DURING A MEETING; SUPERSEDING AND REPEALING ORDINANCE 2026-02; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

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 TO ESTABLISH SPEAKER REGISTRATION REQUIREMENTS AND CONSENT AGENDA PROCEDURES; 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, RELATING TO THE HOSTING OF A VILLAGE-WIDE INFORMATIONAL WORKSHOP FOR RESIDENTS CONSIDERING FUTURE CANDIDACY FOR PUBLIC OFFICE IN CONNECTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION; EXPRESSING THE VILLAGE'S DESIRE TO COLLABORATE WITH THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR WORKSHOP CONTENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by*

Mayor Karyn Cunningham)

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY & RESILIENCY; ESTABLISHING THE KEEP AMERICA BEAUTIFUL PROGRAM IN THE VILLAGE OF PALMETTO BAY AND REQUESTING THE RESILIENCY COMMITTEE SERVE AS THE COMMITTEE FOR KEEP PALMETTO BAY BEAUTIFUL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE SAFE STREETS FOR ALL (SS4A) ACTION PLAN PREPARED BY THE STREET PLANS COLLABORATIVE, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED PLAN TO THE U.S. DEPARTMENT OF TRANSPORTATION AND OTHER RELEVANT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

D. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO SEEK AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY OR, IN THE ALTERNATIVE, TO NEGOTIATE AND DRAFT A NEW INTERLOCAL AGREEMENT; SAID AGREEMENT TO PROVIDE THE VILLAGE WITH THE AUTHORITY, AT ITS DISCRETION AND IN COMPLIANCE WITH STATE LAW, TO ESTABLISH SPEED LIMITS OF 20-MILES PER HOUR ON ALL MUNICIPALLY MAINTAINED RESIDENTIAL ROADS THAT ARE NOT CLASSIFIED AS ARTERIAL ROADS OR ADJACENT TO ARTERIAL ROADS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING RESOLUTION NO. 2026-23 TO CHANGE THE NAME AND DATE OF THE SPECIAL DOG-THEMED COMMUNITY EVENT AT CORAL REEF PARK; PROVIDING FOR AN UPDATED EVENT TITLE "WIENERS & FRIENDS BARK BASH" TO BE HELD ON OCTOBER 4, 2026; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS , PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS ($147,000.00), 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, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WAYPOINT CONTRACTING, INC. FOR THE DEVELOPMENT OF VETERANS PARK - PHASE 1, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-005; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE MILLION EIGHT HUNDRED THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS ($3,800,271.20); 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, RELATED TO STREET CO-DESIGNATION, CO-DESIGNATING SW 78TH COURT, BETWEEN SW 166TH STREET AND SW 168TH STREET AS "CHABAD WAY" IN THE VILLAGE OF PALMETTO BAY IN HONOR OF THE CHABAD OF PALMETTO BAY AND DEERING BAY; PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, ESTABLISHING THE “PALMETTO BAY CONNECTION” COMMUNITY SKILL-SHARING VOLUNTEER PROGRAM; DESIGNATING THE CORAL REEF PARK RECREATION BUILDING AS A VENUE; REAFFIRMING THE VILLAGE’S COMMITMENT TO LIFELONG LEARNING AND ITS AGE-FRIENDLY INITIATIVE; PROVIDING FOR A PILOT PROGRAM, IMPLEMENTATION, AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

D. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE VILLAGE WIDE MULTI-MODAL TRANSPORTATION MASTER PLAN DEVELOPED BY MARLIN ENGINEERING, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED PLAN TO RELEVANT AGENCIES AND TO TAKE ALL NECESSARY STEPS TO SUPPORT IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING THE NATIONAL ASSOCIATION OF CITY TRANSPORTATION OFFICIALS (NACTO) URBAN STREET DESIGN GUIDE, URBAN BIKEWAY DESIGN GUIDE, AND TRANSIT STREET DESIGN GUIDE AS SUPPLEMENTAL DESIGN GUIDANCE FOR VILLAGE TRANSPORTATION PROJECTS; ESTABLISHING A VULNERABLE ROAD USER HIERARCHY FOR TRANSPORTATION PLANNING AND DESIGN; DIRECTING THE VILLAGE MANAGER TO IMPLEMENT NACTO DESIGN STANDARDS IN COORDINATION WITH THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ADOPTING VISION ZERO AS AN OFFICIAL POLICY OF THE VILLAGE; COMMITTING TO THE ELIMINATION OF TRAFFIC FATALITIES AND SERIOUS INJURIES THROUGH A SAFE SYSTEM APPROACH; ESTABLISHING A FRAMEWORK FOR DATA-DRIVEN SAFETY INVESTMENTS; DIRECTING INTERGOVERNMENTAL COORDINATION WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE PERMIT PB PROGRAM AND DIRECTING THE VILLAGE MANAGER TO IMPLEMENT A VIRTUAL INSPECTION AND A SAME-DAY SERVICE PROGRAM; FURTHER DIRECTING THE VILLAGE MANAGER TO ISSUE A PUBLIC COMMUNICATIONS CAMPAIGN REGARDING THESE SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer and Co-Sponsored by Administration)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

- REGULAR COUNCIL MEETING (MONDAY, MAY 4, 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:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (March 2, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026-03-02 Regular-Minutes
Exhibit A - Public Comments by Form.

MINUTES
REGULAR COUNCIL MEETING
MONDAY, MARCH 2, 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 proclamation at 6:30 p.m.

A. Recognition of Sharon Shelley (volunteerism for her service on the Education Advisory Committee)

B. Recognition of Teachers of the Year (TOY)

C. Recognition of Rookie Teacher of the Year (RTOY)

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.

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

Councilmember Patrick Fiore led the invocation and student, Nick Ralph Glasse led the pledge of allegiance.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (February 2, 2026)

Councilmember Marsha Matson **motioned** to approve the minutes. Vice Mayor Mark Merwitzer **seconded** the motion. The **minutes passed (4-0)**; Councilmember Patrick

Fiore was absent during the vote.

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

- Vitality Falcovitch (9280 SW 167th Terrace) thanked the fire engine and reported that he is privileged to live in Palmetto Bay.

- Lasaly Changkachith (7740 SW 177th Street) addressed the Council regarding a silent protest referenced in a neighborhood alliance newsletter, noting they were present in support of their friend, Jorge Pulido and reported concerns about the current state of the nation and alleged that actions within the State of Florida are suppressing rights in violation of the Constitution.

- Karen Baez Wallis (7380 SW 141st Terrace) reported that she attended Coral Reef Park over the weekend, and referenced research conducted regarding traffic calming measures implemented in 2018, specifically the installation of permanent speed humps accompanied by posted speed limit signage. She explained that the inclusion of appropriate speed limit signage would allow law enforcement officers to cite violations in those areas.

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

Mayor Karyn Cunningham provided a procedural update on the timer process, explaining that this is the first meeting in which it is being implemented. It was also stated that, if a reminder or refresher is needed, IT staff were available to assist with restoring or resetting the timer for Council discussion regarding the ten-minute limit.

5. VILLAGE MANAGER'S REPORT

A. A presentation of Miami-Dade Fire Service Delivery Report 2025 was led by Fire Chief, Raied S. Jadallah

B. 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.

C. Lobbyist Legislative Update: Detailed report was part of the agenda packet.

D. The Police Commander Report was provided and illustrated for the month of February 2026 by Commander Mari Guerra.

E. Village Manager Nick Marano reported that a Granicus electronic voting demonstration presentation is to be scheduled for April 6, 2026, at 5:30 PM prior to the Regular Council Meeting. A demonstration will be provided before proceeding with the selection.

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.

7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha provided a calendar update for March 2026.

B. Announced the existing member vacancies on the Education Advisory Committee and Parks & Recreation Committee.

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. Charter Revision Commission Meeting (December 16, 2025)
B. Education Advisory Committee Meeting (December 2, 2025)
C. Parks & Recreation Committee Meeting (September 4, 2025)
D. Youth Community Involvement Task Force (November 21, 2025)

Village Attorney John Quick noted that Items 12A and 12B were pulled from the Consent Agenda. The Vice Mayor indicated that he would recuse himself from those items. As a result, the remaining items on the Consent Agenda will also need to be removed for separate consideration. He further reported that the Vice Mayor will coordinate with the Village Clerk to obtain the required recusal form and has ten (10) days to complete and submit it.

Councilmember Marsha Matson inquired about the basis for recusal related to Items 12A and 12B.

Village Attorney John Quick explained that Items 12A and 12B pertain to no-fee waivers for Chabad and advised that the Vice Mayor would disclose the reason for his recusal.

Vice Mayor Mark Merwitzer stated that he received a gift basket from Chabad and, out of respect for the process, wished to ensure there was no conflict with the vote and reported that the gift was under the $100 threshold.

Mayor Karyn Cunningham stated that she also received a holiday gift consisting of items such as candy and cookies for the Purim holiday and inquired whether she should also recuse herself, noting that such items are received periodically in recognition of holidays.

Village Attorney John Quick advised that recusal was not required in this instance but could be exercised out of an abundance of caution to avoid the appearance of impropriety, provided the appropriate disclosure form is completed. He further explained that recusal is

generally required when a special benefit is received that is not remote in time and not shared by a larger group.

Mayor Cunningham reported that she had previously recused herself in a similar situation and stated her understanding that recusal is tied to receiving a special benefit. She also inquired about potential ethics violations.

Village Attorney Quick reiterated that he did not believe recusal was required under the circumstances.

Councilmember Steve Cody explained that there is an established procedure for removing items from the Consent Agenda.

Village Attorney Quick explained that items may be removed pursuant to the Village Code, including circumstances involving conflicts of interest, a majority vote of the Council, or a demonstrated hardship, among other provisions.

Councilmember Cody asked whether a vote is required to remove items from the Consent Agenda.

Village Attorney Quick clarified that if a member must recuse themselves from specific items, those items are handled separately, and the member may still vote on the remaining Consent Agenda items.

Mayor Karyn Cunningham asked the Council to consider an add-on Resolution related to property tax legislation, including homestead exemptions in increments and explained that the item was discussed at a Miami-Dade County League of Cities meeting with Mayor Daniella Levine Cava and was shared for consideration. She further stated that Councilmember Steve Cody was also present on the call, though no discussion occurred between them and explained that the item had been forwarded to the Village Attorney and Village Manager for review and requested that it be added for consideration.

ADD-ON RESOLUTION: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO OPPOSE HOUSE JOINT RESOLUTION 203 OR SIMILAR LEGISLATION THAT WOULD PROPOSE AN AMENDMENT TO THE FLORIDA CONSTITUTION TO MAKE HOMESTEAD PROPERTIES EXEMPT FROM ALL AD VALOREM TAXATION OTHER THAN SCHOOL DISTRICT LEVIES; DIRECTING THE VILLAGE MANAGER TO PREPARE A FISCAL IMPACT ANALYSIS OF ADDITIONAL HOMESTEAD EXEMPTIONS IN INCREMENTS OF $25,000 UP TO $150,000; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Vice Mayor Mark Merwitzer **moved** to add the add-on Resolution related to property tax legislation to the consent agenda. Councilmember Marsha Matson **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

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

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING COUNCIL COMMITTEES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY AT SECTION 2-46, "COMMITTEES," TO REVISE AND AMEND PROVISIONS RELATING TO THE ESTABLISHMENT, COMPOSITION, DUTIES, AND PROCEDURES OF COUNCIL COMMITTEES; PROVIDING FOR CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson and Co-Sponsored by Village Clerk Missy Arocha)*

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

Councilmember Marsha Matson reported that this section of the Village Code has not been reviewed since 2019. She reported that she met with Village Clerk Missy Arocha to propose modifications to ensure the code aligns with the current structure and operational needs of advisory boards and committees.

Village Clerk Missy Arocha explained the proposed amendments, explaining that additions to the code are shown with underlining and deletions are indicated with strikethroughs in the proposed Ordinance.

There were no council questions or comments on the proposed amendments.

All voted in favor of the Ordinance (5-0) via a roll call vote.

12. CONSENT AGENDA

Vice Mayor Mark Merwitzer **motioned** to pull items 12B and 12C from the consent agenda to be heard before Resolutions with public comment, including adding the add-on Resolution as 12H to the consent agenda. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Vice Mayor Mark Merwitzer motioned to add items 14C, 14D, and 14E to the consent agenda. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

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

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RATIFYING RESOLUTION NO. 2015-31, APPROVING THE VILLAGE OF PALMETTO BAY TITLE VI NONDISCRIMINATION POLICY AND PLAN FOR THE PURPOSE OF ENSURING COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director,*

Dionisio Torres)

Item 12A passed on the consent agenda.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON MARCH 3, 2026, FOR THE PURPOSE OF HOSTING A HOLIDAY OF PURIM EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

Item 12B was pulled from the consent agenda.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON MARCH 29, 2026, FOR THE PURPOSE OF HOSTING A COMMUNITY GET-TOGETHER EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

Item 12C was pulled from the consent agenda.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, ESTABLISHING AN AUDITOR SELECTION COMMITTEE PER SECTION 218.391 FLORIDA STATUTES, FOR THE PURPOSE OF ASSISTING THE VILLAGE COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Finance Director, Desmond Chin)*

Item 12D passed on the consent agenda.

E. 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. 2025-12-010; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-EIGHT CENTS ($124,624.38); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

Item 12E passed on the consent agenda.

F. 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 BIKE LANES IMPROVEMENTS ON SW 82ND, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-002; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED NINETY-TWO THOUSAND NINE HUNDRED FIVE DOLLARS AND ZERO CENTS ($292,905.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

Item 12F passed on the consent agenda.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PROCUREMENT OF BUS STOP AMENITIES AND MONUMENT ENTRANCE SIGNS AS PART OF THE VILLAGEWIDE BRANDING IMPLEMENTATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH REP SERVICES, INC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT, FOR THE PURCHASE OF BUS STOP AMENITIES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT AND INSTALLATION AGREEMENT WITH GARDNER SIGNS, LLC (D/B/A FERRIN SIGNS), FOR THE FABRICATION, PERMITTING, AND INSTALLATION OF TWO (2) MONUMENT ENTRANCE SIGNS; AUTHORIZING TOTAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED THIRTY-FOUR DOLLARS AND SIXTY CENTS ($117,834.60) PLUS APPLICABLE PERMIT COSTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona and Planning & Zoning Director, Javier Gonzalez)*

Item 12G was pulled from the consent agenda.

H. ADD-ON RESOLUTION: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO OPPOSE HOUSE JOINT RESOLUTION 203 OR SIMILAR LEGISLATION THAT WOULD PROPOSE AN AMENDMENT TO THE FLORIDA CONSTITUTION TO MAKE HOMESTEAD PROPERTIES EXEMPT FROM ALL AD VALOREM TAXATION OTHER THAN SCHOOL DISTRICT LEVIES; DIRECTING THE VILLAGE MANAGER TO PREPARE A FISCAL IMPACT ANALYSIS OF ADDITIONAL HOMESTEAD EXEMPTIONS IN INCREMENTS OF $25,000 UP TO $15,000; PROVIDING FOR TRANSMITTAL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 12H passed on the consent agenda.

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, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF MG PRODUCTIONS TO MANAGE AND OPERATE A FARMER'S MARKET AT CORAL REEF PARK, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2026-12-003 AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

Item 14A was **moved** by Councilmember Steve Cody and **seconded** by Vice Mayor Mark Merwitzer.

Village Manager Nick Marano reported that the most responsive bidder was MG Productions and recommended that the Council approve his recommendation.

Councilmember Steve Cody made a motion to approve the recommendation of the Village Manager to select MG Productions as the vendor to manage and operate a Farmer's Market at Coral Reef Park. Vice Mayor Mark Merwitzer seconded the motion. **All voted in favor (5-0). The motion passed unanimously.**

Vice Mayor Mark Merwitzer asked the administration to confirm whether the youth program is included in the farmers market program.

Procurement Specialist Alessia Bencomo confirmed that it is.

Vice Mayor Merwitzer emphasized the importance of ensuring that the new vendor has a communication or transition plan with the existing vendors to facilitate a smooth transition.

Parks and Recreation Director Fanny Carmona reported that she has not yet discussed this with the vendors due to a cone of silence in the procurement code, but stated that she would speak with the vendor and confirm a plan if the contract is approved.

Vice Mayor Merwitzer inquired whether the proposed fee would cover staff and safety protocols.

Director Carmona responded that staff is already in place, and while she has not completed a detailed calculation, the proposed amount is what the vendor submitted. Regarding additional maintenance or cleanup, Director Carmona indicated that this has not been required in the past.

Councilmember Marsha Matson **motioned** to include Animal Services with their mobile adoption unit at the farmers market and proposed an amendment to add a requirement for the vendor to partner with county services for the "Adopt-a-Pet" initiative. Vice Mayor Merwitzer **seconded** the amendment.

Village Attorney John Quick explained that this amendment was not part of the original procurement package.

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

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

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PERSONNEL; RATIFYING THE SELECTION OF MAJOR ANTONIO RODRIGUEZ, TO THE POSITION OF VILLAGE COMMANDER FOR THE PALMETTO BAY MUNICIPAL DISTRICT, TO FILL THE CURRENT VACANCY IN ACCORDANCE WITH THE TERMS AND CONDITIONS DELINEATED IN THE VILLAGE'S INTERLOCAL AGREEMENT WITH THE MIAMI-DADE SHERIFF'S OFFICE FOR THE PROVISION OF LOCAL POLICE SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager, Nick Marano)*

Item 14B was **moved** by Councilmember Patrick Fiore and **seconded** by Vice Mayor Mark Merwitzer.

Village Manager Nick Marano reported that Lieutenant Antonio Rodriguez had previously retired, and the Village had been reviewing potential replacements. Based on authority to bring an officer back after active duty, the Village Manager coordinated with the Miami-Dade County Sheriff's Office. On February 18, the Sheriff agreed to reinstate Lieutenant Rodriguez, promote him to the rank of Major, and assign him to the Palmetto Bay District Office.

The Village Manager explained that, according to the interlocal agreement with the Sheriff's Office, the Village Manager selects the department commander, a department-level position requiring Council ratification. The Manager stated that Lieutenant Rodriguez was determined to be the best candidate for the position and recommended his appointment as Major upon the retirement of Major Mari Guerra. Major Antonio Rodriguez addressed the Council, recognizing department directors and staff, and expressed gratitude to the Council for entrusting him with the role, stating it is an honor to serve the community.

All members of the Council explained their support for the Resolution.

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

CONSENT AGENDA ITEM 12B: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON MARCH 3, 2026, FOR THE PURPOSE OF HOSTING A HOLIDAY OF PURIM EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

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

Vice Mayor Mark Merwitzer recused himself from voting on the Resolution due to the explanation provided earlier on during the meeting.

Parks and Recreation Director Fanny Carmona stated that a request had been made for a waiver of fees for upcoming events hosted by the Chabad of Palmetto Bay and Deering Bay.

Councilmember Patrick Fiore asked whether there would be an admission charge for either event.

Director Carmona replied that she was unsure.

Councilmember Patrick Fiore stated that if admission is charged, Palmetto Bay residents should receive a discount and emphasized that this consideration is important to him while expressing support for the events hosted by the organization.

Councilmember Marsha Matson asked about the guest count, noting that the listed number was 49 and inquired whether any procedures are triggered at 50 guests.

Director Carmona explained that at 50 guests, valet services are required, and security fees are not waived. When asked whether the number was accurate, she confirmed that it was the number provided by the event organizer and not the Village.

Mayor Karyn Cunningham inquired whether the rental date conflicted with other scheduled events or inquiries.

Director Carmona stated that there were no conflicts and that, since the event is on a Tuesday evening, it is not considered a prime date.

Councilmember Matson explained that the two Chabad of Palmetto Bay events that are on the agenda total an estimated $10,000 in fees and indicated her intention to present information on fee waivers to the Council in the near future, emphasizing the need for a review of fee waiver policies.

Director Carmona clarified that fees vary based on day of the week and the use of the outdoor terrace, and she provided a detailed line-item breakdown of the charges.

The Resolution passed (4-0). Vice Mayor Mark Merwitzer recused himself from the vote.

CONSENT AGENDA ITEM 12C: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON MARCH 29, 2026, FOR THE PURPOSE OF HOSTING A COMMUNITY GET-TOGETHER EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks*

& Recreation Director, Fanny Carmona)

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

Parks and Recreation Director Fanny Carmona explained that this was the organization's second request for the month of March, specifically for March 29, 2026.

Councilmember Marsha Matson asked whether the Parks Department tracks attendance and charges a fee if more guests attend than anticipated.

Director Carmona responded that the event requires a special event permit with RSVP tracking, and any number exceeding the approved guest count would require payment for additional services.

Councilmember Patrick Fiore inquired whether there would be an admission charge at the door.

Director Carmona indicated she did not know.

Village Manager Nick Marano reported that the special event permit discloses the information and that an answer could be provided.

Councilmember Patrick Fiore **proposed an amendment** to ensure that all Palmetto Bay residents receive a 50% discount. Mayor Karyn Cunningham **seconded** the amendment.

Councilmember Patrick Fiore clarified that if there is a charge at the door and attendance exceeds 49 people, Palmetto Bay residents should receive the discount, though the event holder ultimately determines pricing.

Councilmember Matson asked whether it is legally permissible to charge different prices for residents versus non-residents.
Village Attorney John Quick responded that this is a consideration in the context of a fee waiver and noted that different pricing for residents versus non-residents is allowed at Village facilities such as Thalatta Estate.

Mayor Karyn Cunningham stated that, historically, contracts do not differentiate between residents and non-residents and questioned whether the same applies to private events.

Director Carmona confirmed that for private events, the Village cannot assess different fees for residents versus non-residents, as the event is privately organized and not a Village-run event.

Councilmember Steve Cody explained his opposition to the amendment made by Councilmember Patrick Fiore and explained that the members of the Council should not make decisions on how entities run their organization.

The motion failed (2-2). Councilmember Steve Cody and Councilmember Marsha Matson

voted no, and Vice Mayor Mark Merwitzer recused himself from the vote.

The Resolution passed (4-0). Vice Mayor Mark Merwitzer recused himself from the vote.

CONSENT AGENDA ITEM 12G: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PROCUREMENT OF BUS STOP AMENITIES AND MONUMENT ENTRANCE SIGNS AS PART OF THE VILLAGEWIDE BRANDING IMPLEMENTATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH REP SERVICES, INC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT, FOR THE PURCHASE OF BUS STOP AMENITIES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT AND INSTALLATION AGREEMENT WITH GARDNER SIGNS, LLC (D/B/A FERRIN SIGNS), FOR THE FABRICATION, PERMITTING, AND INSTALLATION OF TWO (2) MONUMENT ENTRANCE SIGNS; AUTHORIZING TOTAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED THIRTY-FOUR DOLLARS AND SIXTY CENTS ($117,834.60) PLUS APPLICABLE PERMIT COSTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona and Planning & Zoning Director, Javier Gonzalez)*

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

Councilmember Marsha Matson inquired about the location of the other monument signs referenced in the memo attached as an exhibit to the Resolution.

Planning and Zoning Director Javier Gonzalez responded that they are located south of 136th Street and US-1, and at 83rd Street and US-1.

Vice Mayor Mark Merwitzer recommended that the Resolution be referred to the Art in Public Places (AIPP) Advisory Board to incorporate AIPP elements in to the design elements.

Village Manager Nick Marano reported that a branding consultant had designed the original signs and that taking the Resolution to the AIPP would make the process start over.

Councilmember Patrick Fiore questioned if the sign on Old Cutler Road was part of the current project and suggested replacing that sign.

Village Manager Nick Marano confirmed that it was not.

Village Manager Nick Marano reported that the AIPP could be incorporated into village-wide enhancements, such as benches, trash cans, and monument signs, and suggested that the Old Cutler Road and 184th Street signs could be funded separately.

Councilmember Matson made a **motion** to refer the Resolution to the AIPP Advisory Board for input on the artistic design of the benches. Vice Mayor Merwitzer **seconded** the motion.

Village Attorney John Quick explained that the Village Code may restrict AIPP involvement

in signage and reported that under the code, signage and graphics are explicitly excluded from what is considered artwork. He clarified that the code allows inclusion of sculptures, murals, and ceramics, but excludes mass-produced items like standard benches and signage.

Councilmember Matson **amended the motion** to specifically refer the benches to the AIPP Advisory Board for input on their artistic design, noting the exclusion of signage.

Village Attorney John Quick reported that the AIPP must be excluded under the code.

Councilmember Marsha Matson **withdrew the motion**.

Vice Mayor Mark Merwitzer motioned to direct the Village Administration to come back to the Council with discussion and consultation for ideas on SW 136th and Old Cutler Road entrance. Councilmember Marsha Matson seconded the motion.

The motion failed (2-3); Mayor Karyn Cunningham, Councilmember Steve Cody, and Councilmember Patrick Fiore voted no.

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

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-DADE URBAN DEVELOPMENT BOUNDARY ("UDB") AS IT CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER RESOURCES, INCLUDING THE BISCAYNE AQUIFER, REGIONAL GROUNDWATER SUPPLIES AND CONNECTED COASTAL WATERS, AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE CAVA'S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS; DESIGNATING THE PRESERVATION OF THE UDB AS A STATE LEGISLATIVE PRIORITY FOR THE VILLAGE OF PALMETTO BAY; AND FURTHER, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY MAYOR, EACH MEMBER OF THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, THE SPEAKER OF THE FLORIDA HOUSE OF REPRESENTATIVES, THE PRESIDENT OF THE FLORIDA SENATE, THE MIAMIDADE STATE LEGISLATIVE DELEGATION, ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY, AND THE VILLAGE'S STATE LEGISLATIVE LOBBYISTS. *(Sponsored by Mayor Karyn Cunningham and Co-Sponsored by Vice Mayor Mark Merwitzer)*

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

Mayor Karyn Cunningham explained that both the Vice Mayor and she submitted the same item within a day of each other and reported that the Resolution is intended to encourage the Mayor of Miami Dade County to exercise a veto in support of economic strength and environmental stewardship. She explained the connection between the Everglades and the local economy, highlighting its role in providing fresh water. She also reported that the Resolution emphasizes that development beyond the Urban Development Boundary (UDB) is not supported, as such development would negatively impact the Everglades and surrounding communities and that the Resolution is intended to support the county Mayor's position on the issue.

All members of the Council spoke in support of the Resolution.

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

D. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTOBAY, FLORIDA, ESTABLISHING THE "CLEAN PAWS PROGRAM," A VOLUNTARY COMMUNITY DOG WASTE BAG DISPENSER PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE PROGRAM; ALLOCATING FIVE THOUSAND DOLLARS ($5,000.00) FOR THE PURCHASE AND INSTALLATION OF BAG DISPENSERS, REFILL BAGS, AND PROGRAM SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored Vice Mayor Mark Merwitzer)*

Item 14D was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Marsha Matson.

Vice Mayor Mark Merwitzer **motioned** to add compostable dog waste bags as part of the program. Councilmember Patrick Fiore **seconded** the motion**. All voted in favor of the motion (5-0). The motion passed unanimously.**

Vice Mayor Merwitzer explained that having bags available encourages responsible pet ownership and that the program would be voluntary. He explained that property owners would have the ability to weigh in on placement, enforcement is already in place in some areas, and the program provides a simple, practical, and cost-effective solution to a commonly raised concern in the community.

Mayor Karyn Cunningham explained support for the Resolution and suggested considering installation around green spaces or high-traffic areas where people walk dogs, such as near apartment complexes. She reported a concern about installing posts randomly in front of individual homes, emphasizing the importance of community-wide placement rather than ad hoc requests.

Vice Mayor Merwitzer responded that his initial plan was for installation near mailboxes to keep the posts unobtrusive and expressed openness to a pilot program but noted that certain areas, such as Village parks, including Coral Reef Park are dog-free zones and may not be appropriate for placement.

Village Manager Nick Marano added that a pilot program could be implemented

along the perimeter of parks and other Village-owned properties and reported that the signs and bag dispensers are standard models used by other municipalities and could be installed either as requested by residents or proactively in high-use areas, with routine maintenance for the bags.

Vice Mayor Merwitzer reiterated his preference that posts not be placed arbitrarily on private property, suggesting placement next to mailboxes where feasible.

Councilmember Marsha Matson expressed support for both approaches, reporting that the program provides a valuable public service and encourages responsible pet ownership throughout the Village.

Vice Mayor Mark Merwitzer **motioned** to allow compostable dog waste bag dispensers to be placed within five (5) feet of a mailbox. Mayor Karyn Cunningham **seconded** the motion.

Mayor Karyn Cunningham inquired whether this placement would pose any challenges for Village staff.

Village Manager Nick Marano confirmed that the placement could be accommodated.

The motion passed (4-1); Councilmember Steve Cody voted opposed.

Vice Mayor Mark Merwitzer **motioned** to include leash-clip compostable dog waste bags as part of the budget, with Village branding, to be purchased and distributed at an upcoming event, within a budget of $5,000. Councilmember Patrick Fiore **seconded** the motion.

Vice Mayor Merwitzer clarified that the bags would be in dispensers that can be clipped to a leash and that enough would be purchased for distribution with the allocated budget of $5,000.

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

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

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, PROCLAIMING “WIENER FEST” AND PROVIDING ACTIVITIES FOR DOGS AND RESIDENTS AT A SPECIAL EVENT AT PERRINE WAYSIDE DOG PARK; TO INVITE PARTICIPATION OF MIAMI-DADE COUNTY ANIMAL SERVICES FOR PET ADOPTION AND EDUCATIONAL OUTREACH; TO PROMOTE THE VILLAGE’S ADOPT-A-PET INITIATIVE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14E was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Marsha Matson.

Councilmember Marsha Matson stated that she brought this item forward at the request of a resident who attended an event in Key Largo, emphasizing that the Village should accommodate more dogs in the community.

Mayor Karyn Cunningham expressed support for the idea but raised concerns regarding parking at the dog park and suggested coordinating it with the “Battle of the Buns” event. She reported that pets are allowed at the farmers market as well.

Parks and Recreation Director Fanny Carmona confirmed that the “Battle of the Buns” is scheduled for April 25, 2026.

Councilmember Steve Cody asked whether the event could be renamed and include cats.

Councilmember Matson responded that dogs and cats do not typically get along, and the event should remain a dog-focused event.

Councilmember Matson **motioned** for the event to be held at Coral Reef Park and coordinated with the “Battle of the Buns” on April 25, 2026. Vice Mayor Mark Merwitzer **seconded** the motion.

Director Carmona raised concerns regarding food and dogs at the event, and Mayor Cunningham suggested revisiting the setup event if needed.

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

Councilmember Steve Cody then **motioned** to rename the event “Palmetto Bay Paws Adoption Fest.” Mayor Karyn Cunningham **seconded the motion**.

Vice Mayor Merwitzer reported that the existing name was sufficient for attendance purposes and could generate public discussion and urged the Council to keep the name offered by the sponsor.

The motion to rename the event failed, (1–4), with Councilmember Cody voting in favor.

The amended Resolution to hold the dog-focused event at Coral Reef Park, coordinated with the “Battle of the Buns,” passed (4–1); Councilmember Steve Cody voted opposed.

15. OTHER BUSINESS

Vice Mayor Mark Merwitzer **motioned** to direct the Village Manager to publish all litigation costs related to the case of Cody vs. Merwitzer, published on the Village website. Councilmember Marsha Matson **seconded** the motion.

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

16. ADJOURNMENT:

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

The meeting adjourned at 9:53 PM.

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

Attest:

_____	_____
Mayor Karyn Cunningham	Village Clerk Missy Arocha

Missy Arocha

From: noreply@civicplus.com
Sent: Sunday, March 1, 2026 1:54 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	03/02/2026
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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

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

Name	Linda Miller
Email Address	Rmiller353@aol.com
Address	8801 SW 176th St
City	Palmetto Bay
State	FL

Zip Code	33157
Phone Number	3053107923
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	To the Palmetto Bay Mayor , Vice Mayor and Council members . You request that village citizens maintain civility during council meetings. The citizens of Palmetto Bay request that you (the council) maintain civility toward each other during the meeting . Stop bickering with each other which makes the meetings go on and on ….
	(Section Break)

Instructions

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

Agenda Item No.	12B
Position	Oppose
Comments (type your comments in the box below)	The Village of Palmetto Bay must charge The Chabad of Palmetto Bay and Deering Bay the cost for insurance , set up , cleanup and staff for their Purim event on March 3, 2026.This should not be for free .
Agenda Item No.	12C
Position	Oppose
Comments (type your comments in the box below)	Again we must not provide the Thalatta estate for free to the Chabad of Palmetto Bay and Deering Bay for free. We are not a charity organization. There are fees that are procured with the use of this property. The Chabad must at least pay for insurance, set up , cleanup and all staff required for the day on March 29,2026.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

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

Email not displaying correctly? View it in your browser.

AGENDA ITEM NO. 5.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

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

ATTACHMENTS:
Manager's Report - April 6, 2026

Manager's Report

BUILDING & PERMITTING

February

FY2025-2026 Budgeted Projects

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

- Building Division
  - Received 239 permits applications.
  - 215 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 719
    - Mechanical: 22
    - Electrical: 121
    - Plumbing: 50
    - Zoning: 94

Total: 1,006

FINANCE

February

- The expenditures in February 2026 were $2,064,541, 7.86% of the total budget, compared to budgeted expenditures of $2,190,168, a surplus of .47 % for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $ 2,190,168 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 $ 8,882,689 or 33.80 % compared to budgeted expenditures of $ 10,950,840 or 4165%. General Government is over due to the recording of $365,000 bond payment. Police is under budget $587,406 YTD.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
02/13/2026	48959	CALVIN GIORDANO & ASSOCIATES	Public service permitting and inspections FY 24/25	$12,66.50
02/03/2026	48961	CIVICPLUS LLC	Annual Renewal for media storage and website	$16,287.22
02/13/2026	48970	Metro Express, Inc	Sidewalk Improvements 2025-2026	$32,186.28
02/13/2026	48981	WEISS SEROTA HELFMAN	006-1 YACHT CLUB AT LUXCOM-BERT HARRIS CLAIM	$25,762.91
02/13/2026	48981	WEISS SEROTA HELFMAN	015 GENERAL MUNICIPAL	$17,253.05
02/13/2026	48991	DEAN STEEL BUILDINGS, INC	DESING-BUILD-INDOOR PICKLEBALL CENTER-STEEL	$69,594.00
02/13/2026	49001	Kimley-Horn and Associates, Inc	CRP MULTIPURPOSE ROOM – OWNER REPRESENTATIVE SERVICES	$25,708.25
02/13/2026	49022	THE CHRISTMAS PALACE	2025 HOLIDAY DÉCOR AND LIGHTING AT VH	$29,995.00
02/27/2026	49064	PIMENTEL CONSTRUCTION GROUP	Palmetto Highlands – SW 83rd Ave and SW 170th ST	$19,850.00
02/27/2026	49090	1-800-STRIPER OF CENTRAL MIAMI	SEALCOATING & STRIPING OF PARKING LOT AT CRP	$15,445.00
02/27/2026	49091	ALL IN 1 COURTS CONSTRUCTION	CR TENNIS COURT RESURFASING AND RESTRIPPING PROJECT	$29,911.20
02/27/2026	49095	CERO'S FENCE CONTRACTORS CORP	FABRICATE & INSTALL FENCE AT CRP PLAYGOUND	$24,385.00
02/27/2026	49097	CHOPPER'S CONSTRUCTION, CORP	PAINTING OF SHADE STRUCTURE AT CRP	$13,700.00
02/27/2026	49106	HAHN CONSTRUCTION ENGINEERING	CARTEE RD, NEIGHBORHOOD WATER MAIN ESTENSION	$92,109.62

IT DEPARTMENT

February

1. Help Desk statistics:
    a. 357 new work orders created
        i. 125 (35%) from system notifications, network issues, or cybersecurity alerts.
        ii. 16 (4%) preventative maintenance tasks.
        iii. 216 (61%) submitted by staff, charter officers, and elected officials.
    b. 345 work orders completed.
2. Internal project – initiated proof of concept phase with NinjaOne, a help desk + IT asset management solution. (To replace both Atera and Lansweeper and thereby consolidate solutions.)
3. Internal project – evaluating solutions to improve email searches for public records requests.
    a. Relativity
    b. Barracuda Email Archive
    c. Microsoft Purview with additional deduplication features. (Requires higher M365 license tiers).
4. Deployed and tested Starlink satellite-based internet at CRP Rec Building
5. Implemented network configuration and policies at CRP Rec Building including public WiFi access points
6. Implemented simple discussion timing solution in Council Chamber.
7. Configuration of 2026 Cybersecurity Awareness training plan.

Upcoming Goals

1. Complete NinjaOne proof of concept
2. Complete evaluation of email search platforms
3. Continuation of permitting project.

HUMAN RESOURCES

February

- 6 Recruitment Ad

Seasonal Summer Camp		
Parks & Recreation	Site Supervisor (1)	Advertised 2/24/2026 – 3/24/2026
	Program Coordinator (1)	
	Camp Counselor (8)	
	Jr. Camp Counselor (10)	
	Tennis Camp Counselor (2)	
	Jr. Tennis Camp Counselor (2)	
	Total Active Seasonal Recruitments	**24**

- 79 Applications Reviewed
- 5 Interviews scheduled
  - Administrative Aide (Village Manager)
- 0 Pre-Employment Meetings
- 4 New Hire
  - Park Service Aide
- 1 Training Sessions
- 0 Separations of Employment
- 0 Transfers/Updates/Evaluations
- Staffing Update as of 3/19/2026 (13 Vacancies)

VACANCY DETAIL **Department**	**Position**	**Additional Comments**
Active Recruitments		
Village Manager	Administrative Aide/ Receptionist	Hired 3/14/2026
Village Clerk	Passport Acceptance Agent (1)	Applications under Director review; PT temp hired until position is filled
	Total Active Recruitments- PT	**1**
	Total Active Recruitments- FT	**0**
	Total Active Recruitments	**1**
Positions on Hold		
Village Clerk	Administrative Assistant (1)	On hold.
Planning & Zoning	Zoning Administrator (1)	On hold.
Public Services	Tree Trimmer (1)	On hold.
	Maintenance Worker I – Facilities (2)	On hold.
Parks & Recreation	Maintenance Worker I – Parks (1)	On hold.
	Parks & Recreation Supervisor (2)	On hold.
	Total On-Hold- PT	**2**
	Total On-Hold- FT	**8**
	Total On-Hold	**10**

COMMUNICATIONS

February

- 61 FB/Twitter Postings (including event and meeting postings)
- 11,475 FB Followers
  - 127 New FB followers – 2.32% increased FYTD
- 9,829 Instagram Followers – 3.18% increased FYTD

  - 134 New IG Followers
- 9,118 Email Subscribers – 1.86% increased FYTD
- 13 Videos Produced:
  - On Street Parking Video
  - Bay Brief Video
  - Camping in the Park Reel
  - Camping in the Park Reel
  - PBCelebrates205 Tent Decorating Promo Reel
  - CRP Rec Center Sneak Peek Video
  - Picnic in the Park Reel
  - Business Improvement Grant Video
  - Sustainability Plastic Bench Video
  - TConnect Promo Reel
- 3 Village Vibes Bi-Weekly E-Newsletters
  - 2/14 Village Vibes
  - 2/27 Village Vibes
  - 2/28 Village Vibes
- 16 Promotional/Informational Campaigns – **30 Posts**
  - Marvin Dunn: Family Adventure in Black History – 4
  - On Street Parking – 2
  - Camping in the Park – 1
  - PBCelebrates250 Tent Decorating Promo – 1
  - CRP Recreation Center Promos- 3
  - Picnic in the Park - 3
  - FLHSMV - 1
  - Blood Drive – 1
  - Business Improvement Grant – 1
  - AARP – 1
  - Sustainability Plastic Bench – 1
  - Tree of the Year – 2
  - Tconnect – 2
  - Earth Day Contest – 1
  - Art Exhibition – 1
- Meetings Broadcast: **1**
  - 2/2 Regular Council Meeting
- Events Attended/Promoted
  - 2/2 St. Brigid Day event Consulate of Ireland
  - 2/3 New Year of Trees Chabad of Palmetto Bay
  - 2/4 UAE Healthy Kidney Run
  - 2/5 2026 State of South Dade
  - 2/19 Council Trip to Tallahassee
  - 2/23 5yr Anniversary Upright Spine Center
  - 2/23 40th Annual Impressions in Watercolor
  - 2/24 Education Advisory Committee Meeting
  - 2/24 South Dade State of Market
  - 2/24 Stretch Zone Grand Reopening
  - 2/24 The Savor and Soar Christ Fellowship Fundraising
  - 2/27 Mayor Congratulates Palmer Trinity School Girls Varsity Soccer Team
- Baybot User Interactions: **129**

GRANTS

February

- New Grant Applications (2)
  - Florida Beverage Association Community Grant – Fall 2026 Recycling Drive funding
  - FDEM Hurricane Loss Mitigation Program – Notice of Interest for Sub-basin 39

- Grants Approved (0)

- Closed Grants (0)

- Active Grants (15)
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – *2026 abatement activities due March 2026*
  - FDEP Resilient Florida – Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – *closeout and final request for reimbursement submitted February 2026*
  - FDOT Public Transit Service Development Grant – On-Demand Transit Service – *contract fully executed November 2025, two additional FreeBee vehicles scheduled for February 2026*
  - 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 – *draft action plan in progress*
  - *?*Sub-Basins 12/42 Stormwater Improvements – *contract executed*
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – *reimbursement 2 in review by agency, pre-Phase 2 information requests in progress*
  - 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 anticipated March 2026*
  - 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*
  - *Pre-Award Process* – Veterans Park Phase 1 Appropriation

PARKS & RECREATION

February

Palmetto Bay Park

- Ballet at the Park: Monday thru Thursday classes 3pm - 8pm; Friday Adult and Private Lessons 12pm – 6pm; Performance for Parents February 26, 2026 at the PCH
- 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: 6
- Total Softball Games: 50
- Total Softball Practices: 154
- Total Pavilion/Rec Room Rentals: 8

Coral Reef Park

- Pickleball Reservations – 0
- Tennis Court Rentals: 280
- USTA Tennis Leagues: 214
- Picnic Areas/Pavilion/Gazebo Rentals: 18
- 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: 8
- Palmetto Bay Soccer participants: 135
- Bay Lions FC Soccer participants: 88
- Howard Palmetto Baseball (T-Ball) participants: 160
- Camping in the Park & Movie Night, February 7 – 8

Perrine Community

- 0 Rental
- 5 Program
- 0 Waiver

Ludovici Park

- 8 Programs
- 2 Rentals
- 1 Event
- 20 Waiver

Thalatta Estate

- 3 Programs
- 5 Rental
- 8 Photoshoot
- 1 Event
- 1 Rehearsal
- 4 Waiver

Fee Waivers- Requested and Granted in January 2026

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
Chabad of Palmetto Bay	Thursday, Feb 26, 2026	7pm-9pm	Thalatta Estate	Spanish Torah Class	$ 201.00	2/15/2026
Chabad of Palmetto Bay	Thursday, March 19, 2026	7pm-9pm	Thalatta Estate	Spanish Torah Class	$ 201.00	2/15/2026
Chabad of Palmetto Bay	Thursday, April 30, 2026	7pm-9pm	Thalatta Estate	Spanish Torah Class	$ 201.00	2/15/2026
Chabad of Palmetto Bay	Thursday, May 28, 2026	7pm-9pm	Thalatta Estate	Spanish Torah Class	$ 201.00	2/15/2026

April 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
- High School softball play-offs begin
- Baptist Health Senior Stretch Exercise Class: 10:30am & 11:30am

Coral Reef Park

- Palmetto Bay Soccer season starts: December 1st through February 14th, 4pm-5:30pm (Games Fridays and Saturdays)
- Bay Lions Soccer Club: 4:30pm – 7pm (Games are Sundays)
- Orange Ball and Green Ball Tennis, Tuesdays and Thursdays, (4pm – 630pm)
- Baurball Soccer Training, Weekdays, 3pm – 5:30pm
- Beast Volleyball Tuesday, Thursday and Friday, 4pm – 5:30pm
- TTT Fitness, Monday - Thursday, Saturday, 9am-10am and 4:30pm – 5:30pm
- Tree Planting Ceremony for Mayor's Environmentalist of the Year, April 17, 2026
- Battle of the Buns, April 18 from 5pm-7pm

Perrine Community House

- 0 Rental
- 0 Waiver
- 1 Program
- 0 Event

Thalatta Estate

- 4 Rental
- 1 Rehearsal
- 10 Photoshoot
- 0 Event
- Programs: 3
- 4 Waiver

Ludovici Park

- WAIVER - Italian Classes for Kids – every Saturday at 9 AM
- WAIVER - VPB Library Teen Advisory – every Wednesday at 4pm
- WAIVER - Italian Classes for Kids – every Saturday at 9 AM
- WAIVER-VPB Library Adult Coloring – second and fourth Thursday at 5pm
- WAIVER - VPB Library Adult Book Club - Third Thursday of the month at 3pm
- WAIVER - Cutler Bay Community Theater – Mondays, 6/9 at 7pm
- WAIVER - Musicore – first, second and third Tuesdays of the month at 4-6 PM
- WAIVER - Garden Club – every fourth Tuesday at 6PM
- WAIVER – VPB Library Yoga Class 4/25 at 11:30 Amphitheater
- HOLD – WAIVER – Artist Development Lab Fridays at 5-10PM EAFCR
- HOLD – WAIVER – Artist Development Lab Presentation at 1-4PM Amphitheater
- HOLD – WAIVER – Palmetto Bay Academy
- Core and Stretch Class – every Wednesday at 10:30am
- Rentals: 1 - 4/19/26

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
- March – April 2026; completion of new specifications and release of RFP

Coral Reef Park – Design-Build Recreation Center

- Execution of design-Build Contract with Waypoint Construction January 2024
- Currently under construction
- Grand Opening Event- March 7, 2026
- Recreation Center open as of March 19, 2025
- Programming at new Recreation Center begins March 30, 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

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

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 ITB
- Bid evaluation to follow -March 2025

- Presentation of Village Council: April 2026

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
- Input to be evaluated and revised design processed and shared
- Next steps: construction drawings and permits
- Staging and mobilization Spring 2026 and estimated completion July 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
- February 4, 2026; Chisholm advised survey under review
- Chisholm seeking other quotes for survey - March

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
- Start dates for PBP and CRP: TBA

PUBLIC SERVICES

February

- **Freebee Ridership:**
  1881 Completed Rides (C.R.)
  2183 Total Passengers
  Ridership has increased by 272 C.R since December and increased by 335 C.R. since January

- **IBus Ridership:**
  580 A.M. Route
  427 P.M. Route **Total: 1007 Riders**
  Ridership has increased by 75 since December and decreased by -76 since January

- **Facilities Maintenance Division**
  49 Open Work Orders – *6 more than December* *21 more than January*
  59 Closed Work Orders – *-7 less than December* *26 more than January*

- **Public Works**

62 - Signs Repaired/Installed	*59 more than December*	*56 more than January*
1 - Graffiti Removal	*1 more than December*	*1 more than January*
5 - Pothole/Shoulder Repairs	*0 same as December*	*0 same as January*
11.12 - Tons of Debris/Trash Removal	*1.64 more than December*	*4.14 more than January*
86 - Drain Cleaning/Repairs (inlet tops)	*12 more than December*	*27 more than January*
165 - Linear feet of sidewalks installed	*-1,042 less than December*	*-900 less than January*
4096 - Paving Linear ft	*4096 more than December*	*-964 less than January*
18 - Sidewalks inspected	*-17 less than December*	*8 more than January*
11 - Drainage Inspection	*-9 less than December*	*2 more than January*
40 - Catch Basin	*7 more than December*	*-14 less than January*
1 - Outfalls	*-31 less than December*	*1 more than January*
4955 - Linear Feet Pipe	*-1722 less than December*	*3635 more than January*
0 - Canal Cleaning/ Clearing	*0 same as December*	*0 same as January*
0 - Flooding Investigations & Resolutions	*0 same as December*	*-1 less than January*
2 - Complaints Reported to MDC	*-7 less than December*	*-2 less than January*
80 - Trees/Shrub Trimming/Removal	*-74 less than December*	*65 more than January*
248 - Tree & Landscaping Inspections	*-18 less than December*	*75 more than January*

Capital Projects

- Sidewalk & roadway improvements at Intersection for SW 160TH Street and SW 79TH Avenue are (COMPLETE).
- Freebee Service expansion launched on February 4th.
- Exterior Painting of Village Hall & PS Substantially complete, pending final walk-through inspection.
- Council approved Traffic Calming Installation with V&G. Will work with procurement to complete contract extension and issue NTP.
- Receive bids for SW 82ND Avenue Bike Lanes on February 5th
- Issued ITB for Localized Drainage Improvements, bids due March 5th.
- SS4A Action Plan and Village wide Multi-Modal Transportation Master Plan update to be presented to Council during March 10th COW Workshop.
- Coordinating with contractor for install of landscaping at SW 92ND Avenue complete street medians. It was delayed due to pending underground utility locates.
- Received Final As builds for Sub Basin 57/96, were reviewed and approved by EOR. Will proceed to close out project
- Sub Basin 44 Final Roadway Restoration complete, only pending permanent speed hump installation and thermoplastic pavement markings.

Upcoming Projects

- NTP/Commence Sub Basin 12 Drainage Project scheduled for Mid-March. Contractor has started mobilizing equipment and drainage structures and materials.
- Contractor continues working on delivery of procurement documents for Sub Basin 42. VPB permit and shop drawings preparation and review are underway.
- SW 82ND Avenue Bike Lanes, Recommendation of Award to be heard during March Regular Council Meeting.
- Will work on Recommendation of Award for Localized Drainage project for April Regular Council Meeting.
- Will work on Recommendation for acceptance of SS4A Action Plan and Village-wide Multi-Modal Transportation Master Plan update, concurrence for April Regular Council Meeting. Both plans to be presented to Council during March 10th COW Meeting.
- Traffic Calming Installation with V&G expected to commence during March. In-house staff will install temporary tables in 139 Ter between 79 Ct to 78 Pl, 78 Pl between 139 Ter to 136 St, 142 St between 77 Ave to 75 Ct, 143 St between 77 Ave to 75 Ct, 78 Pl between 152 St to 156 St, 156 St between 92 Ave to 89 Ave.
- Install of landscaping at SW 92ND Avenue complete street medians. In addition, we are scheduled to complete in-house landscape installation at SW 144TH Street, across from Baptist.

POLICE

February

- South Florida Crime Prevention Association Meeting
- Citizen Crime Watch meeting
- Florida Crime Prevention Association meeting
- DARE classes at Christ Fellowship
- Youth Crime classes at Howard Drive and Coral Reef Elementary Schools
- Camping at the Park
- Officer Friendly class at Coral Reef Elementary School
- Crimes/Calls for Service:
    - 2 Auto Thefts
    - 0 Commercial Burglaries
    - 0 Residential Burglaries
    - 0 Vehicle Burglaries
    - 2 Robbery
    - 19 Domestic Dispute/Disturbance
    - 4 Baker Acts
    - 36 Crashes

April Upcoming Events

- DARE classes at Christ Fellowship
- Youth Crime Watch classes at Howard Drive and Coral Reef Elementary Schools
- Deering Estates Seafood Festival
- Officer Friendly classes at Howard Drive and Coral Reef Elementary Schools
- Citizens Crime Watch Meeting
- South Florida Crime Prevention Association Meeting
- Baynanza Bay Clean-up at Deering Estates
- CPR Recertification for Deputies

PLANNING & ZONING

February

FY2025-2026 Budgeted Projects

REVIEWS, APPLICATIONS, AND PUBLIC MEETINGS

- Administrative Variance Applications received:
  - None
- Administrative Site Plan Review Applications Received:
  - SP-26-003 14850 SW 67 Ave Alexander Montessori
- Zoning Verification Letter
  - ZVL-26-004 9555 SW 175 Ter
- Zoning Hearing Applications Received:
  - None
- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 77
  - Planning and Zoning Inspections: 94
- Business Tax:
  - Renewals: 21
  - New Certificate of Use: 12
  - Business Tax: 14
- GOGov Permits:
  - Garage Sale: 20
  - 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: 74
  - Close Cases: 62
  - Citations Issued: 12
  - Special Master cases: 10

Upcoming Events

- March 16, 2026, Special Master Hearing
- March 17, 2026, Special Master Hearing Cancelled.

Sustainability and Resiliency

February

- USA 250 Celebration
    - Coordinating with reenactment group for Camping in the Park; aspiring to have a walking museum of memorabilia
    - Planning full scale monthly celebration in collaboration with Communications
    - March activities: Historical Tour video and promotion giveaways at CRP ribbon cutting/Picnic
    - April 2026:
        - Need to purchase national parks annual passes for giveaways
        - Film RC in Biscayne Nat. Park & Everglades (promotional video)



- VPB Gold Star Family Memorial Monument Committee
    - Final design approved by Woody Williams Foundation; installation pending Phase 1 completion

- AIPP
    - Applications received for SW 152 Street & Old Cutler Road Traffic Circle: 207
        - Application closes to public on January 30, 2026
    - Next AIPP Board meeting will be held on February 26, 2026, for Board to choose top 4 artists to present 3D maquette proposals on April 9, 2026, AIPP Board Meeting

- Village of Palmetto Bay Cleanup Day
    - Scheduled for May 2nd, 2026, for PB Celebrates 250 theme of community service

- Resiliency Committee
    - Currently revamping schedule to Tuesdays April 2026

- Recycling Drive
  - Spring 2026 Recycling Drive scheduled for Saturday, April 25th, 2026.
  - Services offered:
    - Recycling of electronics, paper, plastics
    - Safe disposal of hazardous waste
    - Safe disposal of expired or unwanted medications
    - Donation of gently used clothing to nonprofit
    - Musical Instruments
    - Retired American Flags

- Plastics Challenge
  - Currently plastic count: 212 lbs.
  - Every quarter we collect 250 lbs., and the community will receive prizes
  - Thank you to everyone for bringing in plastic! Let's keep it going 😊

- Composting
  - Coordinating efforts with Soilmate
  - Current Idea: to have a composting bin at MDC Eureka Trash Center

AGENDA ITEM NO. 5.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Lobbyist Legislative Update
SUGGESTED ACTION:	

ATTACHMENTS:
Appendix

Appendix A
GrayRobinson Lobbyist Legislative Monthly Bill Report Updates

February

I. ***2026.02.06 - The Village of Palmetto Bay Weekly Bill Report***

GRAYROBINSON
ATTORNEYS | ADVISORS | CONSULTANTS

The Village of Palmetto Bay
Ordered by Bill Number

HB 0037 **Removal, Storage, and Cleanup of Electric Vehicles** by Nix, Jr.

Removal, Storage, and Cleanup of Electric Vehicles: Requires counties to establish daily administration fee for proper storage of certain electric vehicles; authorizes municipalities to establish daily administration fee for proper storage of certain electric vehicles; provides maximum amount for such fees; defines "daily administration fee" & "proper storage"; provides that motor vehicle insurers are not required to pay certain costs; provides that reasonable fee for service includes any daily administration fee. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

SB 0044 **Electronic Payment of Public Records Fees** by Rouson

Electronic Payment of Public Records Fees; Requiring an agency subject to ch. 119, F.S., to provide an electronic option for payment of fees associated with a public records request, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 0048 **Housing** by Gaetz

Housing; Defining the term “primary dwelling unit”; requiring local governments to adopt, by a specified date, an ordinance to allow accessory dwelling units to be approved in certain areas; requiring the Office of Program Policy Analysis and Government Accountability to evaluate the efficacy of using mezzanine finance and the potential of tiny homes for specified purposes, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0067 **Reduction of Annual Assessment Increases for Homestead Property** by Holcomb

Reduction of Annual Assessment Increases for Homestead Property: Proposes State Constitutional amendment reducing maximum amount that homestead property’s assessed value may increase annually.

Current Committee of Reference: No Current Committee

HB 0071 **Distribution of Funds to Homestead Property Owners** by Holcomb

Distribution of Funds to Homestead Property Owners: Creates Homestead Property Tax Relief Program within DFS; defines “eligible homesteader”; requires CFO to annually issue warrants of specified amount to certain homestead property owners beginning & ending on specified dates; requires CFO to work with county property appraisers for specified purpose; provides future repeal. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0092 **Employee Protections** by Gaetz

Employee Protections; Providing that public officers, public employees, and local government attorneys commit a breach of the public trust when they initiate adverse personnel actions against specified agency employees or independent contractors under certain circumstances; prohibiting agencies and independent contractors from taking specified actions against employees or certain persons for disclosing certain information to the Commission on Ethics; requiring that information disclosed include specified violations or alleged violations; providing that specified provisions protect employees and persons who submit written complaints to the commission or provide information to an investigator during an investigation of a complaint or referral, etc. Effective Date: 1/1/2027

Current Committee of Reference: Senate Rules

HB 0101 **Utility Terrain Vehicles** by Gentry

Utility Terrain Vehicles: Authorizes utility terrain vehicle (UTV) to be operated during all hours; authorizes operation of UTVs on certain roadways & on certain parts of State Highway System; authorizes DOT to prohibit use of UTVs under certain circumstances; authorizes persons possessing certain licenses to operate UTV; requires owners or operators of UTV to comply with certain requirements & regulations; authorizes county or municipality to restrict operation of UTVs under certain circumstances; provides civil penalties; requires DHSMV to issue license plate to owner or lessee of vehicle registered as UTV upon payment of certain taxes & fees; requires that license plates for UTVs comply with specified provisions. Effective Date: January 1, 2027

Current Committee of Reference: House Government Operations Subcommittee

HB 0103 **Local Business Taxes** by Botana

Local Business Taxes: Repeals provisions related to local business taxes & authorizes certain local governments to continue to impose business taxes under specified conditions. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0105 **Local Government Enforcement Actions** by Brackett

Local Government Enforcement Actions: Prohibits certain enforcement actions by counties & municipalities; authorizes persons or business entities subject to such actions to submit request for review; requires counties & municipalities to review such actions & respond within specified time period; requires counties & municipalities to establish & maintain rules; authorizes filing of legal action & providing legal remedies in certain circumstances; requires that such action be filed within specified time period; provides for certain protections from retaliation; authorizes filing of certain complaints in specified circumstances; provides for preemption. Effective Date: October 1, 2026

Current Committee of Reference: House Judiciary Committee

SB 0118 **Assessments Levied on Recreational Vehicle Parks** by Truenow

Assessments Levied on Recreational Vehicle Parks; Providing that certain special assessments on recreational vehicle parks levied by counties, municipalities, and special districts, respectively, may not be levied against a certain portion of a recreational vehicle parking space or campsite; requiring counties, municipalities, and special districts, respectively, to consider a recreational vehicle park's occupancy rates for a certain purpose, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Finance and Tax

SB 0122 **Local Business Taxes** by Truenow

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain municipalities to continue to impose a business tax; authorizing such municipalities to revise the definition of the term “merchant” in a specified manner, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

HB 0139 **Adverse Personnel Actions and Ethics Complaints** by Maney

Adverse Personnel Actions and Ethics Complaints: Prohibits agencies & independent contractors from taking specified actions against employees for disclosing certain information to Commission on Ethics; requires that information disclosed include specified violations or alleged violations; requires disclosure of specified information to commission; provides that specified provisions protect employees & persons who submit written complaints to commission or provide information to investigator during investigation of complaint; authorizes certain employees or applicants for employment to file complaints in accordance with specified provisions; authorizes such employees or applicants to pursue specified administrative remedy or civil action within specified timeframe; authorizes local public employees to file complaint with appropriate local governmental authority; specifies requirements for administrative procedures created by local governmental authorities; authorizes such employee to bring civil actions in court of competent jurisdiction under specified conditions; requires specified relief; provides that it is affirmative defense to certain actions that adverse personnel action was predicated on grounds other than exercising of certain protected rights; requires commission to deliver complaints & any amendment thereto to agency conducting certain investigation, upon agency's written request; requires commission to deliver complaints & any amendment thereto to certain persons upon notarized written request. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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HB 0145 **Suits Against the Government** by McFarland

Suits Against the Government: Increases statutory limits on liability for tort claims against state & its agencies & subdivisions; authorizes subdivision of state to settle claim in excess of statutory limit without legislative action regardless of insurance coverage limits; prohibits insurance policy from conditioning benefits on enactment of claim bill; specifies that limitations in effect on date claim accrues apply to that claim; revises period within which certain claims must be presented; revises exceptions relating to instituting tort claims against state or agencies or subdivisions; revises period after which failure of certain entities to make final disposition of claim shall be deemed final denial of claim for certain purposes; revises statute of limitations for tort claims against state or agencies or subdivisions & exceptions thereto. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

HB 0149 **Maximum Millage Rates for the 2027-2028 Fiscal Year** by Chamberlin

Maximum Millage Rates for the 2027-2028 Fiscal Year: Provides method for determining the maximum county & school millage rates for fiscal year 2027-2028; provides for future repeal. Effective Date: July 1, 2026

Current Committee of Reference: House Select Committee on Property Taxes

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HB 0201 **Elimination of Non-school Property Tax for Homesteads** by Steele

Elimination of Non-school Property Tax for Homesteads: Proposes amendment to State Constitution to exempt homestead property from all ad valorem taxation other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0203 **Phased Out Elimination of Non-school Property for Homesteads** by Miller

Phased Out Elimination of Non-school Property for Homesteads: Proposes amendment to State Constitution to increase exemption for homestead property from all ad valorem taxation other than school district levies annually for 10 years by a certain amount, to make homestead property exempt from all ad valorem taxation other than school district levies beginning in a specified year, to prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, and other first responders, and provide an effective date.

Current Committee of Reference: No Current Committee

HB 0205 **Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older** by Porras

Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older: Proposes amendment to State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0207 **Assessed Home Value Homestead Exemption of Non-school Property Tax** by Abbott

Assessed Home Value Homestead Exemption of Non-school Property Tax: Proposes amendment to State Constitution to add a homestead exemption for levies other than school levies equal to 25 percent of the remaining assessed value after applying existing exemptions, provide construction, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House State Affairs Committee

SB 0208 **Land Use and Development Regulations** by McClain

Land Use and Development Regulations; Requiring that the amount of certain application fees reasonably relate to certain costs; requiring that local government comprehensive plans and land development regulations include factors for assessing the compatibility of certain residential uses; prohibiting a local government from denying certain applications on compatibility grounds if the applicant has proposed certain measures; requiring that the denial of an application specify certain information; providing that a local government's approval of an application may include certain requirements or conditions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0209 **Property Insurance Relief Homestead Exemption Non-school Property Tax** by Busatta

Property Insurance Relief Homestead Exemption Non-school Property Tax: Proposes amendment to State Constitution to increase by $200,000 the exemption for homestead property from all ad valorem taxation other than school district levies for homestead properties that have property insurance, to prohibit local governments from reducing total funding for first responders, and to provide an effective date. Effective Date: Not Specified

Current Committee of Reference: No Current Committee

HB 0211 **Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax** by Overdorf

Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax: Proposes amendment to State Constitution to increase the maximum value of the accrued Save-Our-Homes benefit which may be transferred to a new homestead for all levies other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0213 **Modification of Limitations on Property Assessment Increases** by Griffitts Jr.

Modification of Limitations on Property Assessment Increases: Proposes amendment to State Constitution to modify limitations on assessment increases for both homestead & nonhomestead property, prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, & other first responders, & provide an effective date. Effective Date: January 1, 2027

Current Committee of Reference: No Current Committee

HB 0215 **Ad Valorem Taxation** by Albert

Ad Valorem Taxation: Revises Save-Our-Homes portability benefits available to married persons establishing joint homestead; prohibits increase in prior year's adopted millage rate from going into effect unless approved by specified vote; authorizes DOR to adopt emergency rules; provides for future expiration. Effective Date: January 1, 2027

Current Committee of Reference: House State Affairs Committee

HB 0217 **Land Use Regulations** by Abbott

Land Use Regulations: Defines "impacted local government"; provides for retroactive application. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 0218 **Land Use Regulations** by Gaetz

Land Use Regulations; Defining the term "impacted local government", etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Judiciary

HB 0225 **Consumer Fairness in Utility Rates** by Robinson, F.

Consumer Fairness in Utility Rates: Requires certain municipalities to impose same utility rates, fees, & charges on consumers within its municipal boundaries & boundaries of recipient municipality; prohibits such municipalities from imposing surcharges on consumers within boundaries of recipient municipality unless certain conditions are met; prohibits certain use of such surcharges; requires such municipalities to hold certain public hearings; requires certain municipalities to file specified reports with PSC; requires PSC to review certain consumer disputes & make certain determinations. Effective Date: July 1, 2026

Current Committee of Reference: House Economic Infrastructure Subcommittee

HB 0227 **Eligibility of Leasehold Interests for Homestead Exemptions** by Maney

Eligibility of Leasehold Interests for Homestead Exemptions: Revises circumstances under which persons may be deemed to have legal or beneficial & equitable title to certain property for homestead exemption purposes. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

HB 0239 **Standards for Storm Water Systems** by Grow

Standards for Storm Water Systems: Requires storm water systems in counties & municipalities, respectively, to comply with specified DOT standards; provides inspection requirements for such

systems; specifies that certain local standards are superseded; provides finding of important state interest. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0240 **Auxiliary Containers** by García

Auxiliary Containers; Preempting the regulation of auxiliary containers to the state; providing exceptions; requiring the Department of Environmental Protection to develop a uniform ordinance for the use and disposition of single-use, nonrecyclable auxiliary containers; prohibiting the sale or distribution of certain single-use auxiliary containers on lands managed by the Division of Recreation and Parks of the Department of Environmental Protection; repealing a provision relating to the regulation of polystyrene products preempted to the Department of Agriculture and Consumer Services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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HB 0243 **Electric Bicycles** by Benarroch

Electric Bicycles: Provides requirements for operation of electric bicycles; provides penalties; creates Electric Bicycle Safety Task Force adjunct to DHSMV & provides requirements therefor; requires certain reports to Governor & Legislature by specified dates. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0260 **Removal, Storage, and Cleanup of Electric Vehicles** by Burgess

Removal, Storage, and Cleanup of Electric Vehicles; Requiring counties to establish a daily administration fee for the proper storage of certain electric vehicles; providing a maximum amount for such fees; providing applicability; defining the terms “daily administration fee” and “proper storage”; providing that motor vehicle insurers are not required to pay certain costs, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 0263 **Public Records** by Rizo

Public Records: Provides exemption from public records requirements for personal identifying & location information of current county administrators, deputy county administrators, assistant county administrators, city managers, deputy city managers, & assistant city managers, including names & personal identifying & location information of their spouses & children; provides for future legislative review & repeal; provides for retroactive application; provides statement of public necessity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0267 **Local Housing Assistance Plans** by Stark

Local Housing Assistance Plans: Authorizes county or eligible municipality to expend certain funds on lot rental assistance for mobile home owners for specified time period; requires counties & eligible municipalities to develop certain strategies in their local housing assistance plans; provides that lot rental assistance is approved home ownership activity for certain purposes; authorizes certain funds to be provided to mobile home owners for rehabilitation & emergency repairs; removes prohibition that only certain percentage of funds may be used for manufactured housing. Effective Date: July 1, 2026
Current Committee of Reference: No Current Committee

SB 0270 **Homestead Property Exemption for Persons Age 65 or Older** by Bernard

Homestead Property Exemption for Persons Age 65 or Older; Proposing an amendment to the State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0272 **Homestead Exemption for Persons 65 and Older** by Bernard

Homestead Exemption for Persons 65 and Older; Expanding the homestead exemption for persons 65 years and older to include a total exemption of homestead property from ad valorem taxation, other than for school district levies, for certain persons whose household income does not exceed a certain amount; authorizing the Department of Revenue to adopt emergency rules, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 270 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0274 **Homestead Property Tax Benefits for Long-term Owners** by Bernard

Homestead Property Tax Benefits for Long-term Owners; Proposing amendments to the State Constitution to provide that the assessed value of homestead property may not increase after 20 years of ownership and residency, to provide an additional homestead tax exemption equal to 50 percent of the assessed value of property, other than school district levies, for persons who have owned and resided on the property as their permanent residence for 30 years or more, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0276 **Homestead Property Tax Benefits For Long-term Owners And Permanent Residents** by Bernard

Homestead Property Tax Benefits for Long-term Owners and Permanent Residents; Requiring that certain property be assessed at less than just value when the person who owns the property has owned and used the property as his or her permanent residence for a specified timeframe; providing that the assessed value of such property shall be a certain amount and may not be increased under certain circumstances; specifying a homestead exemption for certain long-term owners and residents; authorizing periods of ownership and residency to be aggregated, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 274 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0278 **Limitation on the Assessed Value of New Homestead Property** by Bernard

Limitation on the Assessed Value of New Homestead Property; Proposing amendments to the State Constitution to limit the assessed value of new homestead property established after a change of ownership which had an assessed value of less than a certain amount to no more than 150 percent of the assessed value of the property for the preceding year for ad valorem taxation purposes and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0280 **Assessment of Homestead Property** by Bernard

Assessment of Homestead Property; Limiting the assessed value upon change of ownership of homestead property having a prior assessed value below a certain amount when the person acquiring the property is entitled to a homestead exemption, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 278 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0282 **Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses** by Bernard

Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses; Proposing amendments to the State Constitution to limit the assessed value of real property owned and used for commercial purposes by a small business for ad valorem taxation purposes so that such assessed value may not exceed 3 percent or the percentage change in the Consumer Price Index, whichever is lower, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0286 **Assessment of Changes, Additions, or Improvements to Homestead Properties** by Bernard

Assessment of Changes, Additions, or Improvements to Homestead Properties; Revising the manner of assessing the value of changes, additions, or improvements to homestead property, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0290 **Department of Agriculture and Consumer Services** by Truenow

Department of Agriculture and Consumer Services; Prohibiting counties from enacting or enforcing any law that restricts or prohibits the use of gasoline-powered farm equipment or gasoline-powered landscape equipment or that distinguishes such equipment from any other equipment under certain circumstances; prohibiting an application for a development on an ecologically significant parcel in a lowdensity municipality from being administratively approved without an attestation provided by the developer; establishing the Florida Food Animal Veterinary Medicine Loan Repayment Program; revising the Florida Forest Service’s powers, authority, and duties, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0313 **Housing** by Nix, Jr.

Housing: Requires, rather than authorizing, local governments to adopt, by specified date, ordinance to allow accessory dwelling units in certain areas; requires that such ordinances apply prospectively; prohibits inclusion of certain requirements or prohibitions in such ordinances; removes requirement that application for building permit to construct accessory dwelling unit include certain affidavit; revises accessory dwelling units that apply toward satisfying certain component of local government's comprehensive plan; prohibits denial of homestead exemption for certain portions of property on specified basis; requires that rented accessory dwelling unit be assessed separately from homestead property & taxed according to its use; authorizes local government to provide density bonus incentive to landowners who make certain real property donations to assist in provision of affordable housing for military families; requires OPPAGA to evaluate efficacy of using mezzanine finance & potential of tiny homes for specified purposes; requires office to consult with certain entities; requires office to submit certain report to Legislature by specified date. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0323 **Parking on Public Property** by Steele

Parking on Public Property: Defines "public property" & "publicly owned buildings or facilities"; requires local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; requires local governments to carry over any unused portion of time for benefit of next vehicle owner who pays fee to park on such public property in certain circumstances; prohibits certain vehicles from being towed or issued traffic citation for specified time period after being parked on specified public property; prohibits local governments from allowing private business entities or enterprises to use specified public property for private parking purposes for fee. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0332 **Public Meetings/Private Property Rights** by Bradley

Public Meetings/Private Property Rights; Providing that specified entities may meet in private with their attorneys to discuss certain claims concerning private property rights; requiring that such meetings be transcribed; providing that such transcripts become public records at specified times; providing for future legislative review and repeal; providing a statement of public necessity, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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HB 0337 **Food Insecure Areas** by Rayner

Food Insecure Areas: Authorizes local government to enact land development regulations to permit land use for small-footprint grocery store located in food insecure area; authorizes local government to include in its comprehensive plan provision permitting land use for small-footprint grocery store located in food insecure area; authorizes local government to require mandatory reporting of certain information from small-footprint grocery store. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 0347 **Adoption and Display of Flags by Governmental Entities** by Borrero

Adoption and Display of Flags by Governmental Entities: Prohibits governmental entity from displaying, placing, or causing to be placed certain flags on real property; specifies flags governmental entity may display on such property; provides requirements for governmental entity that displays flag of United States; prohibits local government from adopting certain ordinances or regulations relating to flag of local government; provides that certain ordinances & regulations are void. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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SB 0356 **Utility Terrain Vehicles** by Wright

Utility Terrain Vehicles; Authorizing the operation of a utility terrain vehicle (UTV) during all hours; authorizing the operation of UTVs on certain roadways; authorizing the Department of Transportation to prohibit the operation of UTVs under certain circumstances; requiring owners or operators of a UTV to comply with certain requirements and regulations, etc. Effective Date: January 1, 2027

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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SB 0382 **Electric Bicycles** by Truenow

Electric Bicycles; Providing requirements for the operation of electric bicycles; prohibiting the operation of an electric bicycle above a certain speed under certain circumstances; creating the Electric Bicycle Safety Task Force adjunct to the Department of Highway Safety and Motor Vehicles; requiring the Florida Highway Patrol and each police department and sheriff's office to maintain a certain list, beginning on a certain date, etc. Effective Date: Except as otherwise provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: No Current Committee

HB 0399 **Land Use and Development Regulations** by Borrero

Land Use and Development Regulations: Requires transmittal & adoption of amendment to future land use element of comprehensive plan to be by majority vote of members of governing body; requires that local government comprehensive plans & land development regulations include specified factors for assessing compatibility of certain residential uses; requires that land development regulations incorporate certain standards or other measures for mitigating or minimizing potential incompatibility; requires local government staff to meet certain requirements before recommending denial of certain applications on compatibility grounds; requires OPPAGA to conduct specified study; provides study requirements; requires office to submit results of study to Legislature. Effective Date: upon becoming a law

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

HB 0425 **Historic Cemeteries Program** by Aristide

Historic Cemeteries Program: Requires local governments to approve applications from historic AfricanAmerican cemeteries to change land use category & zoning district of excess vacant land under certain conditions. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 0426 **Adoption and Display of Flags by Governmental Entities** by Yarborough

Adoption and Display of Flags by Governmental Entities; Prohibiting a governmental entity from displaying, placing, or causing to be placed certain flags on real property; providing a penalty; specifying flags a governmental entity may display on such property; prohibiting a local government from adopting certain ordinances or regulations relating to the flag of the local government, etc. Effective Date: 7/1 /2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

HB 0433 **Department of Agriculture and Consumer Services** by Alvarez, D.

Department of Agriculture and Consumer Services: Prohibits counties & municipalities from enacting or enforcing any law that restricts or prohibits use of gasoline-powered farm equipment or gasolinepowered landscape equipment or that distinguishes such equipment from any other equipment; requires Acquisition & Restoration Council to determine whether certain surplused lands are suitable for bona fide agricultural purposes; prohibits local governmental entity from transferring future development rights for surplused lands determined to be suitable for bona fide agricultural purposes; requires DEP, in coordination with DACS, to determine whether state-owned conservation lands are suitable for bona fide agricultural purposes; authorizes DEP to surplus specified state-owned lands determined to be suitable for bona fide agricultural purposes; prohibits person from wearing or displaying item that displays words "concealed weapon permit" or "concealed weapon permit holder" with intent to mislead another to believe that person is authorized to wear or display such item; prohibits possession, manufacture, sale, importation, distribution, or use of signal jamming device. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

SB 0434 **Assessment of Property Used for Residential Purposes** by Leek

Assessment of Property Used for Residential Purposes; Defining the term “changes or improvements made to improve the property’s resistance to wind damage”; prohibiting the consideration of the increase in just value of a property which is attributable to changes or improvements made to improve

the property's resistance to wind damage in determinations of the assessed value of certain property, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Rules

SB 0450 **Ad Valorem Tax Exemption for Disabled Veterans** by Polsky

Ad Valorem Tax Exemption for Disabled Veterans; Removing a limitation on the value of a tax exemption that a surviving spouse could transfer to a new residence; revising when a specified tax exemption is considered to be granted, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Finance and Tax

HB 0455 **Protection of Historic Monuments and Memorials** by Black

Protection of Historic Monuments and Memorials: Preempts all removal, damage to, or destruction of historic Florida monuments & memorials; provides that any existing or future ordinance, regulation, or rule to contrary, & certain actions by elected or appointed local government officials, are void; prohibits local governments from enacting or enforcing specified ordinances, regulations, or rules; provides penalties; requires DOS to withhold certain funding from local government; authorizes local government to temporarily remove & relocate monument or memorial in certain instances; authorizes Division of Historical Resources of DOS to request certain recommendations from Florida Historical Commission & Department of Veterans' Affairs. Effective Date: upon becoming a law

Current Committee of Reference: House Government Operations Subcommittee

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HB 0479 **Land and Water Management** by Maggard

Land and Water Management: Prohibits counties & municipalities from adopting laws, regulations, rules, policies, or ordinances that prohibit adjacent upland activities that are outside certain wetland buffers; repeals provisions relating to land management review teams. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0488 **Department of Highway Safety and Motor Vehicles** by Massullo, Jr.

Department of Highway Safety and Motor Vehicles; Requiring licensure in lieu of registration of motor carriers operating certain qualified motor vehicles; revising due dates for motor fuel use tax returns submitted by licensed motor carriers; authorizing the department to inspect records necessary to verify the tax returns of motor carriers, motor fuel retail dealers, and motor fuel wholesale distributors; revising the apparent amount of property damage which requires the driver of a vehicle involved in a crash to notify law enforcement of the crash, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 0496 **Protection of Historic Monuments and Memorials** by McClain

Protection of Historic Monuments and Memorials; Citing this act as the "Historic Florida Monuments and Memorials Protection Act"; preempting all removal, damage to, or destruction of historic Florida monuments and memorials; providing that any existing or future ordinance, regulation, or rule to the contrary, and certain actions by elected or appointed local government officials, are void; providing civil penalties for certain officials who engage in certain actions; authorizing a local government to temporarily remove and relocate a monument or memorial in certain instances provided certain requirements are met, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 0504 **Code Inspector Body Cameras** by Burgess

Code Inspector Body Cameras; Requiring a governmental entity that permits its code inspectors to wear body cameras to establish certain policies and procedures; requiring such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, and to perform a periodic review of actual body camera practices; providing that certain provisions relating to the interception of wire, electronic, and oral communications do not apply to body camera recordings made by code inspectors, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0506 **Public Records/Body Camera Recordings Recorded by a Code Inspector** by Burgess

Public Records/Body Camera Recordings Recorded by a Code Inspector; Providing an exemption from public records requirements for body camera recordings recorded by a code inspector under certain circumstances; providing exceptions; requiring a local government to retain body camera recordings for a specified timeframe; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc. Effective Date: On the same date that SB 504 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Current Committee of Reference: No Current Committee

SB 0508 **Landscape Irrigation** by Truenow

Landscape Irrigation; Creating the “Landscape Irrigation Standards and Watering Restrictions Act”; prohibiting a person from taking certain actions regarding a landscape irrigation system unless such person is a licensed irrigation contractor or the property owner; specifying that only a licensed irrigation contractor may connect an irrigation system to a water supply; providing a purpose for landscape irrigation system standards; creating a landscape irrigation watering schedule; providing for the enforcement of the act, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0509 **Code Inspector Body Cameras** by Partington

Code Inspector Body Cameras: Requires governmental entity that permits its code inspectors to wear body cameras to establish certain policies & procedures; requires such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, & to perform periodic review of actual body camera practices; provides that certain provisions relating to interception of wire, electronic, & oral communications do not apply to body camera recordings made by code inspectors. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 0511 **Pub. Rec./Code Inspector Body Cameras** by Partington

Pub. Rec./Code Inspector Body Cameras: Provides exemption from public records requirements for body camera recordings recorded by code inspector; requires local government to retain body camera recordings for specified timeframe; provides for future legislative review & repeal of exemption; provides statement of public necessity; directs Division of Library & Information Services of DOS to adopt specified retention requirement for certain body camera recordings by specified date. Effective Date: on the same date that HB 509 or similar legislation takes effect

Current Committee of Reference: House Government Operations Subcommittee

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HB 0521 **Fines for Violations Detected by Traffic Infraction Detectors** by Yeager

Fines for Violations Detected by Traffic Infraction Detectors: Authorizes county or municipality to issue fine for certain violations detected through use of traffic infraction detector; requires fine to be accompanied by certain photograph or image. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

HB 0535 **Candidate Qualifying** by Benarroch

Candidate Qualifying: Requires certain candidates to provide filing officer statement disclosing dual citizenship for nomination & election to federal, state, county, multicounty, district, or judicial office or to district school board. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0543 **Transportation** by McFarland

Transportation: Requires DOT to increase minimum perception-reaction time for all steady yellow signals at certain intersections by specified amount of time; requires certain seaports to submit annual report describing measures taken to support commercial space launch industry to Space Florida; prohibits certain seaports from converting planned or existing land, facilities, or infrastructure that supports cargo purposes unless specified conditions are met; requires legislative approval for use of state funds for specified projects; authorizes private entity to install automated license plate recognition system for use on certain property; authorizes county or municipality to set lower maximum speed limit under certain conditions; authorizes vehicles displaying disabled parking permits to occupy more than one parking space under specified conditions; requires certain motor vehicles to be equipped with & maintain exhaust system to prevent excessive or unusual noise; authorizes certain golf carts to be titled & registered for operation on certain roads without inspection by DOT; provides that use of license plate frame or decorative border device is not prohibited under specified conditions; providing requirements for electronic credentialing system; authorizes DOT to make direct payments to certain subcontractors under specified conditions; provides requirements for takeover agreement; requires DOT to implement Next-generation Traffic Signal Modernization Grant Program. Effective Date: July 1, 2026

Current Committee of Reference: House Budget Committee

SB 0548 **Growth Management** by McClain

Growth Management; Providing requirements for coordination mechanisms that are required for certain agreements required as part of the intergovernmental coordination element of a comprehensive plan; requiring that certain interlocal agreements use a plan-based methodology for a certain purpose; requiring that certain capacity standards be specified in a certain impact fee study; requiring that a demonstrated-need study be accompanied by a certain declaration; prohibiting local governments, school districts, and special districts from using certain data for a specified purpose, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0550 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Proposing amendments to the State Constitution to prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0552 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Conforming provisions to proposed amendments made to the State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities; repealing a provision relating to the property appraiser's assessments and effect of determinations by value adjustment boards; repealing a provision relating to extending the date for filing tangible personal property tax returns; repealing a provision relating to tax returns to show all exemptions and claims, etc. Effective Date: On

the effective date of the amendment to the State Constitution proposed by SJR 550 or a similar joint resolution having substantially the same specified intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

HB 0555 **Local Licensing of Home Caregivers** by Skidmore

Local Licensing of Home Caregivers: Authorizes counties & municipalities to license home caregivers within their jurisdictions. Effective Date: July 1, 2026

Current Committee of Reference: House Health Care Facilities & Systems Subcommittee

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SB 0558 **Standards for Stormwater Systems** by Burgess

Standards for Stormwater Systems; Requiring stormwater systems owned by counties and municipalities, respectively, to comply with specified Department of Transportation standards; providing inspection requirements for such systems; specifying that certain local standards are superseded, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 0575 **Auxiliary Containers** by Weinberger

Auxiliary Containers: Defines "auxiliary container" and "single-use"; removes obsolete provisions; preempting regulation of auxiliary containers to state; provides exceptions; requires DEP to develop uniform ordinance for use and disposition of single-use, nonrecyclable auxiliary containers; provides requirements for development of such ordinance; requires that sale or distribution of single-use plastic auxiliary containers on lands managed by Division of Recreation & Parks of DEP be eliminated to greatest extent possible; prohibits use, sale, or distribution of certain single-use auxiliary containers on such lands; requires department to develop and make available on its website statewide Marine Debris Reduction Plan; provides requirements for such plan; removes s. 500.90, F.S., relating to regulation of polystyrene products preempted to DACS. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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SB 0576 **Local Government Cyber Security** by Harrell

Local Government Cyber Security; Creating the Local Government Cybersecurity Protection Program; requiring local governments to participate in the program and to apply to the Florida Digital Service to use cybersecurity programs and software; establishing priority for certain counties under the program; requiring the Florida Digital Service through the department to secure and administer federal funds, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 0580 **Local Licensing of Home Caregivers** by Harrell

Local Licensing of Home Caregivers; Authorizing counties and municipalities to license home caregivers within their jurisdictions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Health Policy

SB 0588 **Local Government Enforcement Actions** by McClain

Local Government Enforcement Actions; Prohibiting certain enforcement actions by counties, municipalities, and special districts, respectively; defining the term “enforcement action”; requiring counties, municipalities, and special districts, respectively, to establish and maintain rules; authorizing

filing of legal action and providing legal remedies in certain circumstances, etc. Effective Date: October 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0589 **Onsite Sewage Treatment and Disposal System Permits** by Nix, Jr.

Onsite Sewage Treatment and Disposal System Permits: Prohibits municipality or political subdivision of state from requiring owners & builders of certain residences to receive construction permits from DEP as condition of issuing building or plumbing permits; requires such owners & builders to provide certain proof to municipality or political subdivision. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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SB 0594 **Local Housing Assistance Plans** by Burton

Local Housing Assistance Plans; Authorizing counties and eligible municipalities to expend certain funds on lot rental assistance for mobile home owners for a specified time period; requiring each county and eligible municipality to include in its local housing assistance plan certain strategies; authorizing counties and eligible municipalities to provide certain funds to mobile home owners for rehabilitation and emergency repairs, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0602 **Watercraft Restrictions Based on Energy Source** by Bernard

Watercraft Restrictions Based on Energy Source; Providing an exception to the prohibition on state agencies, governmental authorities, and local governments restricting the use or sale of watercraft based on the energy source used to power the watercraft if such watercraft is used on certain bodies of water, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

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HB 0607 **Industries and Professional Activities** by Yarkosky

Industries and Professional Activities: Renames, removes, & redesignates specified boards, commissions, and councils established within DBPR; changes office locations of certain divisions; specifies that certain license application requirements apply only to certain professions; provides licensing authority to department rather than licensing boards; removes postlicensure education requirements for brokers, broker associates, and sales associates; removes continuing education requirements for licensure renewal as broker, broker associate, and sales associate; removes continuing education requirements for licensure renewal due to inactive status; revises provisions pertaining to board to transfer powers, duties, and responsibilities of board to DBPR; granting certain authority to department, rather than Florida Real Estate Appraisal Board; requires department to adopt rules; revises violations for which retail tobacco products dealers are penalized; revises retail nicotine product dealer administrative penalties; requires FDLE to accept and process certain fingerprints; specifies procedures for submitting and processing fingerprinting; requires department to conduct certain background checks. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0610 **Residential Swimming Pool Requirements** by Smith

Residential Swimming Pool Requirements; Requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool safety requirements; requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool barrier requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

HB 0611 **Landscape Irrigation** by Cobb

Landscape Irrigation: Prohibits certain actions regarding landscape irrigation systems unless such actions are taken by licensed irrigation contractors or property owners; authorizes local governments or water management districts to adopt certain requirements for property owners who install such systems; provides requirements for permits, plans, equipment & capacity, maintenance, & water schedules relating to such systems; provides fines & penalties; prohibits local governments from adopting or enforcing certain laws, rules, or regulations; authorizes DEP to adopt rules; revises membership of Construction Industry Licensing Board. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

SB 0620 **Candidate Qualifying** by Mayfield

Candidate Qualifying; Requiring certain candidates to provide the filing officer a statement disclosing dual citizenship for nomination and election to federal, state, county, multicounty, district, or judicial office or to a district school board, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0629 **Regulation of Auxiliary Containers** by Esposito

Regulation of Auxiliary Containers: Preempts regulation of auxiliary containers to state; authorizes rules, regulations, & ordinances restricting use of glass auxiliary containers within boundaries of public beach or state park; authorizes Division of Recreation & Parks to regulate auxiliary containers within state parks. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

HB 0635 **Cybersecurity Standards and Liability** by Giallombardo

Cybersecurity Standards and Liability: Prohibits local governments from imposing certain cybersecurity standards or processes on vendors; defines "vendor"; prohibits local governments from adopting or enforcing certain cybersecurity standards or processes; provides that local government, covered entity, or third-party agent that complies with certain requirements is not liable in connection with cybersecurity incident; requires covered entities & third-party agents to implement revised frameworks, standards, laws, or regulations. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

SB 0650 **Local Business Taxes** by Bernard

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain counties to continue to impose a business tax; authorizing such counties to revise the definition of the term “merchant” in a specified manner; prohibiting such counties from revising a specified tax rate, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 0654 **Traffic Infraction Enforcement** by DiCeglie

Traffic Infraction Enforcement; Revising the periods during which a county or municipality may enforce school zone speed limits, and the violations for which such enforcement is authorized, through the use of a speed detection system; prohibiting the use of a traffic infraction detector for remote surveillance; requiring district school board authorization and a public hearing process before a school district may place or install, or contract with a vendor to install, operate, and maintain, school bus infraction

detection systems; revising the periods for which a county or municipality may authorize a traffic infraction enforcement officer to issue certain uniform traffic citations, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 0675 **Affordable Housing** by Driskell

Affordable Housing: Revises upwards length of time that certain rental units must remain affordable in order to qualify for specified zoning variance; requires certain incentives be used for construction of affordable housing; revises downward maximum median income used to determine eligibility for certain tax incentives; specifies that certain taxes do not apply to first-time homebuyers. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0692 **Cybersecurity Standards and Liability** by Leek

Cybersecurity Standards and Liability; Prohibiting local governments from imposing certain cybersecurity standards or processes on vendors; providing that a local government, a covered entity, or a third-party agent that complies with certain requirements is not liable in connection with a cybersecurity incident under certain circumstances; requiring covered entities and third-party agents to implement revised frameworks, standards, laws, or regulations within a specified timeframe in order to retain protection from liability, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Judiciary

SB 0698 **Onsite Sewage Treatment and Disposal System Permits** by Martin

Onsite Sewage Treatment and Disposal System Permits; Prohibiting a municipality or political subdivision of the state from requiring owners and builders of certain residences to receive construction permits from the Department of Environmental Protection as a condition of issuing building or plumbing permits; requiring such owners and builders to provide certain proof to the municipality or political subdivision, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: Senate Rules

SB 0718 **Water Management** by McClain

Water Management; Prohibiting counties and municipalities from adopting laws, regulations, rules, or policies relating to water quality or quantity, pollution control, pollutant discharge prevention or removal, or wetlands; preempting such regulation to the state; repealing a provision relating to land management review teams, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Environment and Natural Resources

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SB 0750 **Alternative Plans Review and Building Inspection** by DiCeglie

Alternative Plans Review and Building Inspection; Deleting a provision authorizing a local government to charge an administrative fee when an owner or contractor retains a private provider for purposes of plans review or building inspection services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0752 **Taxation of First-time Buyers** by DiCeglie

Taxation of First-time Buyers; Specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers; defining the term “first-time homebuyer”; specifying that documentary stamp taxes do not apply to certain documents executed by a

first-time homebuyer in connection with the purchase of a principal residence, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0756 **Affordable Housing** by Davis

Affordable Housing; Increasing the length of time that certain rental units must remain affordable in order to qualify for a specified zoning variance; requiring that certain incentives be used for the construction of affordable housing; decreasing the maximum median income used to determine eligibility for certain tax incentives; specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers, etc. Effective Date: 7/1/2026
Current Committee of Reference: Senate Community Affairs

SB 0766 **Waste Management** by Martin

Waste Management; Deleting obsolete provisions that provide legislative findings and require the Department of Environmental Protection to review and update a specified report; preempting the regulation of auxiliary containers to the state; permitting rules, regulations, or ordinances restricting the use of glass auxiliary containers within the boundaries of a public beach; authorizing the Division of Recreation and Parks to regulate auxiliary containers within state parks; specifying that certain local ordinances and restrictions are permitted, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

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HB 0773 **Municipal Utilities** by Brackett

Municipal Utilities: Authorizes municipality to transfer portion of its public utility earnings to its general fund; requires that such percentages be established or reestablished by local referendum, subject to majority vote; provides exception to percentage restrictions in event of disaster or emergency; authorizes such percentages to be established by passage of resolution, by four-fifths vote; requires such percentages to be repaid to general fund within specified time period; prohibits municipality from transferring portion of its public utility earnings in certain instances; prohibits ability of municipality to receive certain state funds if such prohibited transfer is effected; requires specified disclosure in budget & financial report of municipality. Effective Date: July 1, 2026

Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 0803 **Building Permits and Inspections** by Trabulsy

Building Permits and Inspection: Provides for expiration of certain building permits issued by county & local government; provides that under certain circumstances certain persons are not subject to discipline for performing job without applicable permits & inspections; prohibits local governments from requiring building permit for installation of certain walls or barriers; revises provisions relating to building code inspection services provided by private provider & private provider firms, including permit & administrative fees, responsibilities of private providers, permitting & inspection documents & reports, timeframes for issuing permits & notices, authority of local building official, notices of incomplete forms, authority of private providers acting as local building official, emergency inspection services, creation of uniform forms, audits, immunity, civil causes of action, posting of permits on specified websites, & adoption of specified registration system; requires Florida Building Commission to develop uniform commercial & residential building permit applications; prohibits association or certain committees from requiring building permit as prerequisite for certain review. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0840 **Land Use Regulations for Local Governments Affected by Natural Disasters** by DiCeglie

Land Use Regulations for Local Governments Affected by Natural Disasters; Prohibiting impacted local governments from enforcing certain moratoriums, requiring the repair or reconstruction of certain improvements to meet certain requirements, or enforcing changes to specified procedures; revising circumstances under which impacted local governments may enforce certain amendments, site plans, development permits, or development orders; deleting provisions related to filing suit against an impacted local government for injunctive relief, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

SB 0852 **Food Insecure Areas** by Jones

Food Insecure Areas; Authorizing a local government to enact land development regulations to permit land use for a small-footprint grocery store located in a food insecure area; authorizing a local government to include in its comprehensive plan a provision permitting land use for a small-footprint grocery store located in a food insecure area, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0853 **Mobile Home Park Regulations** by Long

Mobile Home Park Regulations: Authorizes counties & municipalities to adopt & enforce local laws, codes, or ordinances relating to mobile home park lot tenancies; authorizes code enforcement officer to cite certain violations to mobile home park owner or mobile home owner; revises obligations & responsibilities of mobile home park owner; revises obligations & responsibilities of mobile home owner; removes provision that mobile home owner is responsible for certain fines; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to bring civil proceeding against mobile home park owner or mobile home lot. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 0865 **Local Regulation of Drinking Straws and Stirrers** by Blanco

Local Regulation of Drinking Straws and Stirrers: Prohibits local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; provides requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers. Effective Date: upon becoming a law

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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HB 0903 **Assessed Value of Nonhomestead Property** by Grow

Assessed Value of Nonhomestead Property: Proposes State Constitutional amendment reducing maximum percentage assessed value of nonhomestead properties may increase annually.

Current Committee of Reference: House Ways & Means Committee

SB 0910 **Parking on Public Property** by Mayfield

Parking on Public Property; Defining the terms “public property” and “publicly owned buildings or facilities”; requiring local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; prohibiting certain vehicles from being towed or issued a traffic citation for a specified time period after being parked on specified public property; prohibiting local governments from allowing private business entities or enterprises to use specified public property for private parking purposes for a fee; providing construction, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Transportation

HB 0927 **Local Land Planning and Development** by Sapp

Local Land Planning and Development: Requires land development regulation commission to develop model ordinance to guide local governments in enactment of land planning & development program ordinance; requires local governments by date certain to enact land planning & development program ordinance under which local governments may enter into employment agreements with certain private providers to perform specified review services; establishes contract terms & conditions of employment agreements for review services under program ordinance; authorizes civil causes of action for specified relief; requires governing body of county or legal governing body of county, municipality, town, or village to create program, or to update existing program, to expedite process for issuing building permits for residential subdivisions, planned unit developments, or planned communities, or one or more phases of multi-phased community or subdivision, by date certain; authorizes applicant to use specified private provider for land use approvals to expedite application process for any plans necessary to support approval of site plan, preliminary plat, & final plat, or building permits after preliminary plat is approved. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0940 **Municipal Water and Sewer Utility Rates, Fees, and Charges** by McClain

Municipal Water and Sewer Utility Rates, Fees, and Charges; Deleting a limitation on the amount of rates, fees, and charges municipal water and sewer utilities are authorized to impose on consumers for such services outside the boundaries of the municipality; providing for the continuance and phase out of certain bond covenant surcharges; requiring municipalities operating such utilities to submit a specified rate study every 7 years to the Department of Environmental Protection which evaluates certain information, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 0948 **Local Government Land Development Regulations and Orders** by McClain

Local Government Land Development Regulations and Orders; Requiring counties and municipalities, respectively, to follow certain application procedures for applications for certain development permits and development orders; creating the “Florida Starter Homes Act” for a specified purpose; prohibiting local governments from imposing regulations governing residential lots unless such regulations meet specified requirements; prohibiting local governments from imposing certain regulations if a residential lot is connected to a public water system and a sewerage system; requiring the permitting as of right of an off-site constructed residential dwelling in certain zoning districts, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

HB 0957 **Deferred and Unpaid Taxes** by Long

Deferred and Unpaid Taxes: Limits specified tax deferral to properties with just value of $1 million or less; increases minimum value of tax certificate that may be sold at public auction or by electronic sale. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0958 **Local Regulation of Drinking Straws and Stirrers** by Bradley

Local Regulation of Drinking Straws and Stirrers; Prohibiting local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; providing requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Community Affairs

HB 0967 **Electronic Payments Made to Units of Local Governments** by Buchanan

Electronic Payments Made to Units of Local Governments: Revises legislative intent; requires units of local government to accept certain forms of payments; requires such local governments accept payments online. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0968 **Home Backup Power Systems** by McClain

Home Backup Power Systems; Prohibiting a local government from adopting a technical amendment to the Florida Building Code which requires a permit or any functionally equivalent local review or approval for certain backup power systems; prohibiting a local government that issues building permits from requiring an owner of a single-family dwelling or such owner's contractor to obtain a building permit to perform work on the single-family lot valued at less than a specified sum; prohibiting a local enforcement agency from requiring a permit or any functionally equivalent local review or approval for the installation, relocation, replacement, or repair of an eligible residential backup power system; defining the term "backup power system", etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0979 **Infill Redevelopment** by Borrero

Infill Redevelopment: Requires local government to permit development of certain qualifying parcels up to certain density & intensity; requires local government to permit development of qualifying parcel with single-family homes or townhouses; prohibits local government from imposing certain restrictions or requirements on development of certain qualifying parcels; prohibits local government from using subdivision process to restrict development; requires developers of qualifying parcels to establish that certain recreational facilities & areas reserved for recreational use have not been in operation or use for certain timeframe, to pay double parks & recreational facilities impact fees for certain purpose, & to provide certain written notice to certain property owners; requires property owners who receive such written notice to exercise option to purchase certain parcels or portions thereof within specified timeframe or forfeit option. Effective Date: upon becoming a law

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0998 **Department of Commerce** by Yarborough

Department of Commerce; Repealing provisions relating to the Florida Small Cities Community Development Block Grant Program Act; providing an exemption for certain conveyances of state lands to certain federal agencies which revert to the Board of Trustees of the Internal Improvement Trust Fund if such land is not used for its intended purposes as a military installation buffer or if the military installation closes; requiring employers who are required to use the E-Verify system to verify a new employee's employment eligibility to maintain an E-Verify case result for each employee which shows that the employee is authorized to work; requiring the department to provide an employer knowingly employing an unauthorized alien with a written determination, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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HB 1001 **Official Actions of Local Governments** by Black

Official Actions of Local Governments: Prohibits counties & municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, & inclusion; prohibits counties & municipalities from expending funds for diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers; provides that county commissioner, member of governing body of municipality, or any other county or municipal official acting in official capacity who violates certain provisions commits misfeasance or malfeasance in office; authorizes cause of action against counties & municipalities; authorizes court to enter judgment awarding certain relief, damages, & costs; requires potential

recipients of county or municipal contracts or grants to make certain certification to county or municipality before being awarded such contract or grant. Effective Date: January 1, 2027

Current Committee of Reference: House Civil Justice & Claims Subcommittee

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HB 1007 **Hyperscale Data Centers** by Griffitts Jr.

Hyperscale Data Centers: Provides that hyperscale data centers are prohibited use on or after date certain for specified land use categories in local in comprehensive plans & agricultural zoning districts within unincorporated areas; prohibits utilities, in fixing rates for hyperscale data centers, from collecting certain impact fees; requires permit applications for consumptive use of water relating to hyperscale data centers to contain specified disclosure; prohibits construction & operation of hyperscale data centers on specified lands & water on or after date certain; provides for hearing requirement before construction & operation of hyperscale data centers; requires governing body of local government that approves construction & operation of hyperscale data center to request, in concurrence with specified board, approval; provides for concurrence hearing requirements; prohibits construction of hyperscale data center if board does not approve concurrence request at such hearing. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 1014 **Provision of Municipal Utility Service to Owners Outside the Municipal Limits** by Mayfield

Provision of Municipal Utility Service to Owners Outside the Municipal Limits; Prohibiting a municipal utility from declining to extend service to properties outside its corporate limits under certain circumstances; requiring a municipal utility to expand its service to an owner who makes such a request under certain circumstances; requiring the municipal utility to make a determination within a specified timeframe and provide such determination to the owner in writing; requiring the municipal utility to provide the owner with specified information and to connect properties in a timely manner, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 1018 **Deferred Compensation Plans for Public Employees** by Truenow

Deferred Compensation Plans for Public Employees; Citing this act as the "Deferred Compensation Automatic Enrollment Act'; authorizing the inclusion of an automatic enrollment arrangement in a government employee’s deferred compensation plan; requiring that the automatic enrollment arrangement provide employees the ability to make certain elections regarding contributions; requiring that the plan provide for a default investment into which contributions must be placed under a specified circumstance; authorizing counties, municipalities, political subdivisions, and constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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HB 1049 **Building Permit Requirements** by Esposito

Building Permit Requirements: Provides that certain residential manufactured buildings may not be denied building permit for placement of such building; prohibits local government from adopting certain technical amendments to FBC; prohibits local enforcement agency from requiring building permit for work valued at specified amount; prohibits project from being divided into multiple projects; requires building permit for certain work regardless of value of work; requires contractor to maintain certain written records; prohibits local enforcement agency from requiring building permit for specified work on backup power system installed by certain persons or entities; requires local enforcement agencies to establish specified process to submit certain notice before installation of backup power system; prohibits local governments from adopting or enforcing certain ordinances, rules, or other measures; authorizes local enforcement agency to conduct one inspection, either in person or virtually; authorizes use of private provider for certain inspections; requires local enforcement agency to provide certain persons written notice of correction; authorizes stop-work order under specific circumstances; requires local

enforcement agency to offer reinspection date within certain time period; provides that private provider inspection report constitutes acceptance; prohibits local enforcement agency from withholding or revoking certificate of occupancy based solely on failed inspection report. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1085 **Local Government Cyber Security** by Miller

Local Government Cyber Security: Creates Local Government Cybersecurity Protection Program within Florida State University, to be administered by Florida State University; requires Florida State University to enter into certain data-sharing agreements with local governments & Florida Digital Service for specified purpose; requires Florida State University to administer grant program based on specified criteria to provide information technology commodities & services to local governments for specified purpose; requires Florida State University to contract for information technology commodities & services & award such commodities & services to local governments; requires grants to be annually awarded by date certain; authorizes Florida State University to apply for & accept certain funds or grants. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1089 **Waste Facilities** by Bartleman

Waste Facilities: Prohibits local government & DEP from issuing construction permit for certain solid waste disposal & waste-to-energy facilities under certain circumstances. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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HB 1125 **Local Government Salaries and Benefits** by Giallombardo

Local Government Salaries and Benefits: Revises requirements for board of county commissioners salary formula to apply to noncharter counties; provides for determination of salaries of members of boards of county commissioners of certain counties; requires referendum for board of county commissioners to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by county; requires referendum for governing body of municipality to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by municipality; requires referendum for governing body of special district to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by special district. Effective Date: October 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1134 **Official Actions of Local Governments** by Yarborough

Official Actions of Local Governments; Prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office, etc. Effective Date: January 1, 2027

Current Committee of Reference: Senate Judiciary

SB 1138 **Qualified Contractors** by Massullo, Jr.

Qualified Contractors; Requiring the governing body of a local government, by a specified date, to create a program that authorizes an applicant to use a qualified contractor to conduct preapplication review of an application; requiring the development services office of a local government to establish a registry of a specified number of qualified contractors to be used to conduct preapplication reviews; prohibiting a local government from enforcing any additional criteria for qualified contractors beyond

what is authorized by the act; prohibiting local governments from creating or establishing additional regulations for the approval of a final plat, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

HB 1139 **Impact Fees** by Gentry

Impact Fees: Provides requirements for coordination mechanisms that are required for certain agreements required as part of intergovernmental coordination element of comprehensive plan; requires that certain interlocal agreements use plan-based methodology; requires that demonstrated-need study use plan-based methodology; requires that certain capacity standards be specified in certain impact fee study; prohibits local governments, school districts, & special districts from including certain deductions in certain impact fee increases & from increasing impact fee rates beyond certain phase-in limitations by more than specified percentage; provides that prevailing petitioner is entitled to impact fee overpayment refund, with interest. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1143 **Local Government Land Development Regulations and Orders** by Nix, Jr.

Local Government Land Development Regulations and Orders: Revises, for counties & municipalities, respectively, application procedures for development permits & orders; prohibits local governments from adopting land development regulations governing lots on residential real property unless such adoption meets specified requirements; prohibits local governments from adopting certain land development regulations if lot on residential real property is connected to public water system or public sewer system; requires that land development regulations adopted by local government allow lots to front or abut shared space instead of public right-of-way; establishes cause of action; authorizes award of specified remedies; provides for waiver of sovereign immunity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 1151 **Health Care Autonomy** by Driskell

Health Care Autonomy: Establishes fundamental right to reproductive health care; provides that every individual has fundamental right to make autonomous decisions about individual's own reproductive health; provides that individuals who become pregnant have fundamental right to make certain decisions in exercise of such right; prohibits state from denying or interfering with individual's right to access reproductive health care; prohibits state & local law enforcement agencies & officials from harassing or discriminating against individual for providing or obtaining reproductive health care or assisting another person in doing so; prohibits such state & local entities from penalizing, prosecuting, or otherwise taking adverse action against individual for exercising specified rights, or against individual for assisting another in exercising such rights; provides individuals with immunity from civil liability for exercising specified rights or aiding or assisting another in exercising such rights; provides that fertilized egg, embryo, or fetus does not have independent rights under laws of this state; prohibits local units of government from regulating individual's ability to exercise right to reproductive health care in manner more restrictive than that set forth in specified provisions. Effective Date: effect upon becoming a law

Current Committee of Reference: House Health Professions & Programs Subcommittee

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HB 1169 **Enforcement of the Florida Building Code** by Tramont

Enforcement of the Florida Building Code: Provides that local government is not eligible for additional state funds if it has been subject to legislative committee's audit within specified timeframe or if it fails to submit affirmation to legislative delegation; requires each legislative committee to report such local governments to presiding officers & appropriations chairs. Effective Date: July 1, 2026 **Current Committee of Reference:** House Intergovernmental Affairs Subcommittee

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HB 1183 **Transportation Infrastructure Land Development Regulations** by Cross

Transportation Infrastructure Land Development Regulations: Requires governing body of county or municipality to adopt ordinance, & governing body of special district to adopt resolution, establishing specified transit-oriented development (TOD) zones & rural livable urban village (LUV) areas; requires local government to zone for mixed use, & authorize certain commercial uses for, lots within TOD zones & rural LUV areas; prohibits local government from imposing certain building regulations in specified TOD zones & rural LUV areas; prohibits reduction or elimination of TOD zones after establishment; prohibits local government from imposing certain regulations for lots that contain historic property; provides private cause of action; authorizes award of specified relief; provides that prevailing plaintiff is entitled to attorney fees & costs; provides waiver of sovereign immunity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1196 **Waste Facilities** by Sharief

Waste Facilities; Prohibiting a local government or the Department of Environmental Protection, respectively, from issuing a construction permit for certain solid waste disposal and waste-to-energy facilities under certain circumstances, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 1217 **Prohibited Governmental Policies Regulating Greenhouse Gas Emissions** by Snyder

Prohibited Governmental Policies Regulating Greenhouse Gas Emissions: Prohibits governmental entities from adopting certain net zero policies; prohibits governmental entities from using government funds in any manner that supports, implements, or advances certain net zero policies; prohibits governmental entities from imposing tax, fee, penalty, charge, offset, or assessment to advance certain net zero policies; requires each governmental entity to annually submit to Department of Revenue certain affidavit; prohibits governmental entities from implementing, administering, or enforcing certain programs. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1220 **Transportation** by Massullo, Jr.

Transportation; Providing requirements for an infrastructure development and improvement component included in a port's strategic plan; requiring the Department of Transportation to coordinate with the Department of Commerce, specified ports, and the Federal Government for a certain purpose; authorizing certain rental trucks to elect a permanent registration period; revising duties of the Department of Transportation relating to airport systems in this state; providing that the department serves as the primary point of contact for statewide topographic aerial LiDAR procurement and certain cost sharing, etc. APPROPRIATION: $300,000 Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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HB 1227 **Preemption to the State** by Oliver

Preemption to the State: Prohibits counties, municipalities, & special districts, respectively, from substantially burdening free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibits local enforcement agency from denying issuance of certificate of occupancy to owner of residential or commercial property based on noncompliance with Florida-friendly landscaping ordinances; prohibits local enforcement agency from denying issuance of building permit for alteration, modification, or repair of single-family residential structure; prohibits local enforcement agency from requiring building permit for construction of playground equipment or fence on certain property; prohibits local governments from adopting or enforcing certain ordinances, regulations, resolutions, rules, charter provisions, or other policies or from taking any action to license or otherwise

regulate mutual benefit corporations; revises criteria for business to be considered home-based business as it relates to local government regulation of parking. Effective Date: upon becoming a law

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1234 **Building Permits and Inspections** by DiCeglie

Building Permits and Inspections; Providing for expiration of certain building permits issued by a county; requiring the Florida Building Commission to modify the Florida Building Code to exempt from building permit requirements the installation of certain walls or barriers; providing for expiration of certain building permits issued by a local government; revising definitions and defining terms; requiring certain services to be subject to an agreement, rather than a written contract, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 1251 **Expenditure of Public Funds by Local Governments** by Shoaf

Expenditure of Public Funds by Local Governments: Prohibits local governments from expending public funds for specified purposes; prohibits acceptance of public funds from local governments for lobbying; authorizes filing of complaints with Commission on Ethics alleging violations; requires commission to investigate & provide report of its findings to certain entities; requires commission to adopt rules. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 1275 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Proposes amendment to State Constitution to prohibit levying of ad valorem taxes on tangible personal property by certain entities.

Current Committee of Reference: House Ways & Means Committee

HB 1277 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Conforms provisions to proposed amendments made to State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, & municipalities; removes provisions relating to property appraiser's assessments & effect of determinations by value adjustment boards; repeals provisions relating to extending date for filing tangible personal property tax returns; repeals provisions relating to erroneous returns & estimates of assessment when no return is filed; repeals provisions relating to tax returns to show all exemptions & claims; repeals provisions relating to exemption of renewable energy source devices; repeals provisions relating to exemption for tangible personal property; repeals provisions relating to uncollectible personal property taxes & correction of tax roll; repeals provisions relating to attachment of tangible personal property in case of removal; provides transitional provision. Effective Date: on the effective date of the amendment to the State Constitution proposed by HJR 1275 or a similar joint resolution having substantially the same specified intent and purpose

Current Committee of Reference: House Ways & Means Committee

HB 1303 **Department of Financial Services** by Miller

Department of Financial Services: Establishes Florida Agency for Fiscal Oversight within DFS; provides purpose & duties of agency; requires agency to conduct audit of certain local governments; authorizes agency to request certain information; provides penalties for noncompliance with such request; removes requirement that specified hotline be operated for certain amount of time each day; removes requirement that hotline be advertised in specified manner; requires specified employees to take certain training annually; requires first training be completed by specified deadline; requires certain employees who report information to Florida Agency for Fiscal Accountability be afforded same protection as whistle-blowers; prohibits local governments from executing certain documents with specified

provisions; provides that such contracts are void; requires local governments submit certain report to DFS; requires counties to use certain contract tracking system. Effective Date: July 1, 2026

Current Committee of Reference: House Insurance & Banking Subcommittee

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HB 1307 **Unauthorized Aliens** by Jacques

Unauthorized Aliens: Prohibits unauthorized aliens from receiving certain licensing or certification, financial assistance, & claim reimbursement; requires certain procedures, instruction, & testing to be conducted in English; prohibits alternate language accommodations; requires employers & licensees to verify employment eligibility & citizenship status, respectively, before taking certain actions; provides civil cause of action; provides penalties; authorizes certain complains; requires Office of Financial Regulation to conduct random audits; creates rebuttable presumption against unauthorized out-of-state drivers; provides exemptions & standard of proof; provides requirements for law enforcement officers, DHSMV, insurers, & OIR; provides administrative penalties; authorizes private cause of action; prohibits certain financial institutions from accepting certain forms of personal identification. Effective Date: upon becoming a law

Current Committee of Reference: House Commerce Committee

HB 1329 **Local Government Spending** by Benarroch

Local Government Spending: Requires posting of county & municipality budgets to allow members of public to download & review certain information & data in specified formats; requires certain officers to perform a specified exercise before final adoption of budget; prohibits local governments from expending public funds for purpose of diversity, equity, & inclusion; prohibits local governments from contracting with private vendors for services for promoting, advocating for, or providing training or education on diversity, equity, & inclusion; requires all local governments make specified certification to CFO by date certain each year; requires CFO to conduct specified evaluation; specifies that local governments that violate certain provisions are subject to administrative fines; requires such fines to be deposited in Insurance Regulatory Trust Fund. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1342 **Transportation Infrastructure Land Development Regulations** by Rouson

Transportation Infrastructure Land Development Regulations; Creating the “Transit-Oriented Development Act” for a specified purpose; requiring the governing body of a county or municipality to adopt an ordinance, and the governing body of a special district to adopt a resolution, establishing specified transit-oriented development (TOD) zones by a certain date; prohibiting a local government from imposing certain regulations in specified TOD zones; providing a private cause of action for certain property owners and housing organizations; encouraging public transit providers and public agencies to develop land within specified TOD zones, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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SB 1366 **Claims Against the Government** by Brodeur

Claims Against the Government; Increasing the statutory limits on the liability of the state and its agencies and subdivisions for tort claims; requiring the Department of Financial Services, beginning on a specified date and every 5 years thereafter, to adjust the limitations of liability for claims; limiting attorney fees based on the amount of funds recovered; authorizing the Legislature to limit attorney fee awards in a claim bill or reserve any portion of the proceeds of a claim bill to the claimant, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Appropriations

SB 1380 **Unauthorized Aliens** by Martin

Unauthorized Aliens; Prohibiting the Department of Financial Services from issuing a license or certification to unauthorized aliens; authorizing a county to require a borrower to provide proof of being lawfully present in the United States; authorizing the Division of Risk Management to approve or deny claims relating to a minor who is an unauthorized alien; requiring that certain procedures, instruction, and testing be conducted in English; prohibiting certain entities and corporations from providing down payment assistance to unauthorized aliens, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Banking and Insurance

HB 1389 **Affordable Housing** by Redondo

Affordable Housing: Requires counties & municipalities, respectively, to authorize multifamily & mixeduse residential as allowable uses for specified parcels of land if certain conditions are met; requires counties & municipalities, respectively, to eliminate parking requirements for proposed development; authorizes board of county commissioners or governing body of municipality to exempt specified portions of property within multifamily projects & accessory dwelling units that are used to provide affordable housing. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

HB 1395 **Artificial Intelligence** by Rizo

Artificial Intelligence: Prohibits governmental entities from extending or renewing contract with specified entities; prohibits governmental entities from taking certain actions relating to contracting for AI technology, software, or products unless certain requirements are met; prohibits governmental entities from entering into contracts for AI technology, software, or products under certain conditions; provides rights of Floridians relating to AI use; requires consent for minors to create new or maintain existing companion chatbot platforms; requires companion chatbot platforms to make certain disclosures & institute certain measures to protect minors; prohibits AI technology companies from selling or disclosing personal information of users unless information is deidentified; prohibits commercial use of individual's name, image, or likeness created through AI without consent; provides for enforcement; provides for civil penalties & damages; provides for private causes of action. Effective Date: July 1, 2026

Current Committee of Reference: House Information Technology Budget & Policy Subcommittee

HB 1403 **Deferred Compensation Plans for Public Employees** by Salzman

Deferred Compensation Plans for Public Employees: Authorizes inclusion of automatic enrollment arrangement in government employee's deferred compensation plan; requires that automatic enrollment arrangement be established with default contribution rate; authorizes periodic reenrollment of specified government employees; authorizes periodic resetting of contribution rates for specified government employees; requires that automatic enrollment arrangement provide employees ability to make certain elections regarding contributions; requires that plan provide for default investment into which contributions must be placed under specified circumstance; authorizes counties, municipalities, political subdivisions, & constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs; provides that deferred compensation plan of state may adopt automatic enrollment arrangement only upon approval of Legislature; requires that certain deduction of wages or salary of employees be treated in specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

HB 1409 **THC** by Berfield

THC: Provides that marijuana testing laboratory may acquire hemp & hemp extract only from certain businesses; prohibits marijuana testing laboratory from selling, distributing, or transferring hemp or hemp extract from certain businesses; requires marijuana testing laboratory to separate marijuana

received from certain entities from hemp or hemp extract received from certain entities; revises requirements for sale & distribution of hemp extract; prohibits businesses or food establishments from possessing hemp or hemp extract products that are attractive to children; prohibits unpermitted business sales, street sales, or festival sales of hemp extract; prohibits business permitted to sell hemp or hemp extract from being located in certain areas; provides requirements for businesses permitted to sell hemp or hemp extract; including THC-infused beverages in list of products prohibited for sale to person under 21 years of age; provides penalty for hemp extract possessed, manufactured, delivered, held, offered for sale, distributed, or sold by certain entities in violation of specified provisions. Effective Date: July 1, 2026

Current Committee of Reference: House Industries & Professional Activities Subcommittee

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HB 1417 **Department of Environmental Protection** by LaMarca

Department of Environmental Protection: Repeals, revises, & creates various provisions relating to Environmental Regulation Commission; Acquisition & Restoration Council; central sewer system connections; wastewater treatment systems; aerobic treatment units; basin management action plans; type 2 transfer of Florida Communities Trust from DEP to Acquisition & Restoration Council; onsite sewage treatment & disposal system reports & permits; air pollution permits & license fees; small community sewer construction grants; wastewater services; & fertilizer inspection fees. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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SB 1420 **Local Utility Revenues** by DiCeglie

Local Utility Revenues; Prohibiting counties and municipalities, respectively, from transferring for specified purposes revenues collected from providing utility services; requiring revenue surpluses to be returned to the ratepayers; requiring county and municipal utilities, respectively, to develop budget forecasts and strategies that meet certain requirements; prohibiting counties and municipalities, respectively, from charging a higher rate or adding a surcharge to certain customers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 1434 **Infill Redevelopment** by Calatayud

Infill Redevelopment; Creating the “Infill Redevelopment Act”; requiring a local government to permit the development of certain qualifying parcels up to a certain density and intensity; prohibiting a local government from imposing certain restrictions or requirements on the development of certain qualifying parcels; requiring developers of qualifying parcels to maintain a specified buffer between new developments and single-family homes and townhouses under certain circumstances; prohibiting a local government from adopting or enforcing certain local laws, ordinances, or regulations, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Judiciary

SB 1444 **Preemption to the State** by Martin

Preemption to the State; Providing for preemption of all matters relating to the regulation of religious services and gatherings; prohibiting counties, municipalities, and special districts, respectively, from substantially burdening the free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibiting a local enforcement agency from denying the issuance of a certificate of occupancy to an owner of residential or commercial structure based on noncompliance with Florida-friendly landscaping ordinances in certain circumstances; waiving sovereign immunity in accordance with specified laws, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Judiciary

HB 1451 **Utility Services** by Busatta

Utility Services: Requires certain public meetings as condition precedent to effectiveness of new or extended agreement under which municipality will provide specified utility services in other municipalities or unincorporated areas; specifies matters to be addressed at such public meetings; requires such agreements to be written; requires annual public customer meetings; revises provisions relating to permissible rates, fees, & charges imposed by municipal water & sewer utilities on customers located outside municipal boundaries; requires municipalities that provide specified utility services to report certain information by specified date, & annually thereafter, to PSC; requires commission to compile such information & submit report by specified date, & annually thereafter, to Governor & Legislature. Effective Date: July 1, 2027

Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 1465 **Restrictions on Local Government Regulations After a Hurricane** by Andrade

Restrictions on Local Government Regulations After a Hurricane: Revises circumstances under which certain land use regulations may be enforced; revising persons authorized to bring certain civil actions; requires certain pending applications to be processed in a specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1506 **Civil Litigation** by Yarborough

Civil Litigation; Revising the criteria that the court must consider in determining whether an award of money damages is excessive or inadequate, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

SB 1510 **Department of Environmental Protection** by Massullo, Jr.

Department of Environmental Protection; Deleting provisions creating the Environmental Regulation Commission; requiring that residential properties of a specified size located in a certain area connect to a central sewer system or upgrade to a specified type of nutrient-reducing wastewater treatment system; authorizing remediation plans for certain properties to have certain requirements related to existing conventional onsite sewage treatment and disposal systems; revising legislative findings and intent for the Florida Communities Trust; revising the approval criteria for certain onsite sewage treatment and disposal systems, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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SB 1548 **Affordable Housing** by Calatayud

Affordable Housing; Requiring counties and municipalities, respectively, to authorize certain residential use on property owned by a county, municipality, or school district under certain circumstances; revising the definition of the term “person”; revising a prohibition on discriminatory practices in land use decisions and in permitting of development to include housing that is affordable; waiving the state’s sovereign immunity for certain causes of action based upon housing discrimination, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 1553 **Admissibility of Evidence in Civil Cases** by Brackett

Admissibility of Evidence in Civil Cases : Revises provisions relating to evidence that is admissible to demonstrate past & future medical expenses in personal injury & wrongful death actions.Effective Date: upon becoming a law

Current Committee of Reference: House Judiciary Committee

SB 1558 **Admissible Evidence in Personal Injury or Wrongful Death Actions** by Massullo, Jr.

Admissible Evidence in Personal Injury or Wrongful Death Actions; Providing that evidence admissible in personal injury or wrongful death actions may be used for rebutting, as well as for proving, the amount of certain damages; providing that such evidence may be offered by any party, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

SB 1566 **Local Government Spending** by DiCeglie

Local Government Spending; Citing this act as the "Local Government Financial Transparency and Accountability Act"; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on county websites; revising the timeframe during which a public hearing for an amendment to a county budget must be advertised; prohibiting a local government from expending public funds for the purpose of diversity, equity, and inclusion; requiring the Chief Financial Officer to conduct a specified evaluation, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 1572 **Department of Financial Services** by DiCeglie

Department of Financial Services; Establishing the Florida Agency for Fiscal Oversight within the Department of Financial Services; requiring local governments to notify the agency after authorizing specified referenda; deleting a requirement that a specified hotline be operated for a certain amount of time each day; requiring specified employees to take a certain training annually; requiring that certain employees who report information to the Florida Agency for Fiscal Oversight be afforded the same protection as whistle-blowers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Banking and Insurance

SB 1608 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Prohibiting increases in certain assessed valuations if the just value of the property has decreased since the previous assessment, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1610 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 1610 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Proposing amendments to the State Constitution to prohibit an increase in the value of certain assessments for property with a decreasing just valuation and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 1612 **Electronic Payments to Local Governments** by DiCeglie

Electronic Payments to Local Governments; Revising legislative intent; requiring each unit of local government to accept electronic payment online for payments received by and financial obligations owed to the unit of local government, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 1614 **Florida Building Code** by Leek

Florida Building Code; Revising how a local government is required to spend excess funds; providing that a local government is not eligible to receive state funds through a local funding initiative request if it has been subject to a legislative committee's audit within a specified timeframe or if it fails to submit a certain affirmation to its legislative delegation, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

SB 1628 **Net-zero Policies by Governmental Entities** by Ávila

Net-zero Policies by Governmental Entities; Prohibiting governmental entities from adopting or requiring the adoption of net-zero policies; prohibiting governmental entities from expending government funds to support, implement, or advance net-zero policies; prohibiting governmental entities from imposing taxes, fees, penalties, charges, offsets, or assessments to advance net-zero policies; prohibiting governmental entities from implementing, administering, or enforcing a program that functions as a cap-and-trade program or has such effect, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 1662 **Prohibited Preferences** by McClain

Prohibited Preferences; Prohibiting executive agencies from using racial or gender set-asides, preferences, or quotas when making certain decisions; revising factors local governments are authorized to consider in making decisions regarding local bids and contracts for public construction works; revising the criteria each agency uses to evaluate professional services; deleting a provision requiring consideration of minority and gender representation when making appointments to the statewide advisory board for the Florida Small Business Development Center Network; deleting provisions requiring that preferences be given to specified entities seeking to attract minority conventions to Florida, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 1724 **Utility Services** by Martin

Utility Services; Requiring that a new agreement, or an extension, renewal, or material amendment of an existing agreement, to provide certain utility services at retail be in writing; requiring that certain public meetings be held as a condition precedent to the effectiveness of a new or extended agreement under which a municipality will provide specified utility services in other municipalities or unincorporated areas; revising provisions relating to permissible rates, fees, and charges imposed by municipal water and sewer utilities on consumers located outside the municipal boundaries; requiring municipalities that provide specified utility services to report certain information by a specified date, and annually thereafter, to the Florida Public Service Commission, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 1726 **Housing** by Smith

Housing; Citing this act as the "Real Affordable Housing Relief Act"; deleting provisions prohibiting municipalities, counties, or other entities of local government from adopting or maintaining certain laws relating to rent control; authorizing counties and municipalities to create community land bank programs for a certain purpose; providing requirements for the sale of certain property to land banks; providing conditions for the subsequent resale of property acquired by land banks; requiring the Department of Financial Services to adopt a home resiliency grading scale for a specified purpose; creating the Affordable Housing Construction Loan Program for a certain purpose, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

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II. ***2026.02.13 - The Village of Palmetto Bay Weekly Bill Report***

GRAYROBINSON
ATTORNEYS | ADVISORS | CONSULTANTS

The Village of Palmetto Bay
Ordered by Bill Number

HB 0037 **Removal, Storage, and Cleanup of Electric Vehicles** by Nix, Jr.

Removal, Storage, and Cleanup of Electric Vehicles: Requires counties to establish daily administration fee for proper storage of certain electric vehicles; authorizes municipalities to establish daily administration fee for proper storage of certain electric vehicles; provides maximum amount for such fees; defines "daily administration fee" & "proper storage"; provides that motor vehicle insurers are not required to pay certain costs; provides that reasonable fee for service includes any daily administration fee. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

SB 0044 **Electronic Payment of Public Records Fees** by Rouson

Electronic Payment of Public Records Fees; Requiring an agency subject to ch. 119, F.S., to provide an electronic option for payment of fees associated with a public records request, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 0048 **Housing** by Gaetz

Housing; Defining the term “primary dwelling unit”; requiring local governments to adopt, by a specified date, an ordinance to allow accessory dwelling units to be approved in certain areas; requiring the Office of Program Policy Analysis and Government Accountability to evaluate the efficacy of using mezzanine finance and the potential of tiny homes for specified purposes, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0067 **Reduction of Annual Assessment Increases for Homestead Property** by Holcomb

Reduction of Annual Assessment Increases for Homestead Property: Proposes State Constitutional amendment reducing maximum amount that homestead property’s assessed value may increase annually.

Current Committee of Reference: No Current Committee

HB 0071 **Distribution of Funds to Homestead Property Owners** by Holcomb

Distribution of Funds to Homestead Property Owners: Creates Homestead Property Tax Relief Program within DFS; defines “eligible homesteader”; requires CFO to annually issue warrants of specified amount to certain homestead property owners beginning & ending on specified dates; requires CFO to work with county property appraisers for specified purpose; provides future repeal. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0092 **Employee Protections** by Gaetz

Employee Protections; Providing that public officers, public employees, and local government attorneys commit a breach of the public trust when they initiate adverse personnel actions against specified agency employees or independent contractors under certain circumstances; prohibiting agencies and independent contractors from taking specified actions against employees or certain persons for disclosing certain information to the Commission on Ethics; requiring that information disclosed include specified violations or alleged violations; providing that specified provisions protect employees and persons who submit written complaints to the commission or provide information to an investigator during an investigation of a complaint or referral, etc. Effective Date: 1/1/2027

Current Committee of Reference: Senate Rules

HB 0101 **Utility Terrain Vehicles** by Gentry

Utility Terrain Vehicles: Authorizes utility terrain vehicle (UTV) to be operated during all hours; authorizes operation of UTVs on certain roadways & on certain parts of State Highway System; authorizes DOT to prohibit use of UTVs under certain circumstances; authorizes persons possessing certain licenses to operate UTV; requires owners or operators of UTV to comply with certain requirements & regulations; authorizes county or municipality to restrict operation of UTVs under certain circumstances; provides civil penalties; requires DHSMV to issue license plate to owner or lessee of vehicle registered as UTV upon payment of certain taxes & fees; requires that license plates for UTVs comply with specified provisions. Effective Date: January 1, 2027

Current Committee of Reference: House Government Operations Subcommittee

HB 0103 **Local Business Taxes** by Botana

Local Business Taxes: Repeals provisions related to local business taxes & authorizes certain local governments to continue to impose business taxes under specified conditions. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0105 **Local Government Enforcement Actions** by Brackett

Local Government Enforcement Actions: Prohibits certain enforcement actions by counties & municipalities; authorizes persons or business entities subject to such actions to submit request for review; requires counties & municipalities to review such actions & respond within specified time period; requires counties & municipalities to establish & maintain rules; authorizes filing of legal action & providing legal remedies in certain circumstances; requires that such action be filed within specified time period; provides for certain protections from retaliation; authorizes filing of certain complaints in specified circumstances; provides for preemption. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

SB 0118 **Assessments Levied on Recreational Vehicle Parks** by Truenow

Assessments Levied on Recreational Vehicle Parks; Providing that certain special assessments on recreational vehicle parks levied by counties, municipalities, and special districts, respectively, may not be levied against a certain portion of a recreational vehicle parking space or campsite; requiring counties, municipalities, and special districts, respectively, to consider a recreational vehicle park's occupancy rates for a certain purpose, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Finance and Tax

SB 0122 **Local Business Taxes** by Truenow

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain municipalities to continue to impose a business tax; authorizing such municipalities to revise the definition of the term “merchant” in a specified manner, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

HB 0139 **Adverse Personnel Actions and Ethics Complaints** by Maney

Adverse Personnel Actions and Ethics Complaints: Prohibits agencies & independent contractors from taking specified actions against employees for disclosing certain information to Commission on Ethics; requires that information disclosed include specified violations or alleged violations; requires disclosure of specified information to commission; provides that specified provisions protect employees & persons who submit written complaints to commission or provide information to investigator during investigation of complaint; authorizes certain employees or applicants for employment to file complaints in accordance with specified provisions; authorizes such employees or applicants to pursue specified administrative remedy or civil action within specified timeframe; authorizes local public employees to file complaint with appropriate local governmental authority; specifies requirements for administrative procedures created by local governmental authorities; authorizes such employee to bring civil actions in court of competent jurisdiction under specified conditions; requires specified relief; provides that it is affirmative defense to certain actions that adverse personnel action was predicated on grounds other than exercising of certain protected rights; requires commission to deliver complaints & any amendment thereto to agency conducting certain investigation, upon agency's written request; requires commission to deliver complaints & any amendment thereto to certain persons upon notarized written request. Effective Date: July 1, 2026

Current Committee of Reference: House Rules & Ethics Committee

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HB 0145 **Suits Against the Government** by McFarland

Suits Against the Government: Increases statutory limits on liability for tort claims against state & its agencies & subdivisions; authorizes subdivision of state to settle claim in excess of statutory limit without legislative action regardless of insurance coverage limits; prohibits insurance policy from conditioning benefits on enactment of claim bill; specifies that limitations in effect on date claim accrues apply to that claim; revises period within which certain claims must be presented; revises exceptions relating to instituting tort claims against state or agencies or subdivisions; revises period after which failure of certain entities to make final disposition of claim shall be deemed final denial of claim for certain purposes; revises statute of limitations for tort claims against state or agencies or subdivisions & exceptions thereto. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

HB 0149 **Maximum Millage Rates for the 2027-2028 Fiscal Year** by Chamberlin

Maximum Millage Rates for the 2027-2028 Fiscal Year: Provides method for determining the maximum county & school millage rates for fiscal year 2027-2028; provides for future repeal. Effective Date: July 1, 2026

Current Committee of Reference: House Select Committee on Property Taxes

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HB 0201 **Elimination of Non-school Property Tax for Homesteads** by Steele

Elimination of Non-school Property Tax for Homesteads: Proposes amendment to State Constitution to exempt homestead property from all ad valorem taxation other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0203 **Phased Out Elimination of Non-school Property for Homesteads** by Miller

Phased Out Elimination of Non-school Property for Homesteads: Proposes amendment to State Constitution to increase exemption for homestead property from all ad valorem taxation other than school district levies annually for 10 years by a certain amount, to make homestead property exempt from all ad valorem taxation other than school district levies beginning in a specified year, to prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, and other first responders, and provide an effective date.

Current Committee of Reference: No Current Committee

HB 0205 **Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older** by Porras

Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older: Proposes amendment to State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0207 **Assessed Home Value Homestead Exemption of Non-school Property Tax** by Abbott

Assessed Home Value Homestead Exemption of Non-school Property Tax: Proposes amendment to State Constitution to add a homestead exemption for levies other than school levies equal to 25 percent of the remaining assessed value after applying existing exemptions, provide construction, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House State Affairs Committee

SB 0208 **Land Use and Development Regulations** by McClain

Land Use and Development Regulations; Requiring that the amount of certain application fees reasonably relate to certain costs; requiring that local government comprehensive plans and land development regulations include factors for assessing the compatibility of certain residential uses; prohibiting a local government from denying certain applications on compatibility grounds if the applicant has proposed certain measures; requiring that the denial of an application specify certain information; providing that a local government's approval of an application may include certain requirements or conditions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0209 **Property Insurance Relief Homestead Exemption Non-school Property Tax** by Busatta

Property Insurance Relief Homestead Exemption Non-school Property Tax: Proposes amendment to State Constitution to increase by $200,000 the exemption for homestead property from all ad valorem taxation other than school district levies for homestead properties that have property insurance, to prohibit local governments from reducing total funding for first responders, and to provide an effective date. Effective Date: Not Specified

Current Committee of Reference: No Current Committee

HB 0211 **Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax** by Overdorf

Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax: Proposes amendment to State Constitution to increase the maximum value of the accrued Save-Our-Homes benefit which may be transferred to a new homestead for all levies other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0213 **Modification of Limitations on Property Assessment Increases** by Griffitts Jr.

Modification of Limitations on Property Assessment Increases: Proposes amendment to State Constitution to modify limitations on assessment increases for both homestead & nonhomestead property, prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, & other first responders, & provide an effective date. Effective Date: January 1, 2027

Current Committee of Reference: No Current Committee

HB 0215 **Ad Valorem Taxation** by Albert

Ad Valorem Taxation: Revises Save-Our-Homes portability benefits available to married persons establishing joint homestead; prohibits increase in prior year's adopted millage rate from going into effect unless approved by specified vote; authorizes DOR to adopt emergency rules; provides for future expiration. Effective Date: January 1, 2027

Current Committee of Reference: House State Affairs Committee

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HB 0217 **Land Use Regulations** by Abbott

Land Use Regulations: Defines "impacted local government"; provides for retroactive application. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0218 **Land Use Regulations** by Gaetz

Land Use Regulations; Defining the term "impacted local government", etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Rules

HB 0225 **Consumer Fairness in Utility Rates** by Robinson, F.

Consumer Fairness in Utility Rates: Requires certain municipalities to impose same utility rates, fees, & charges on consumers within its municipal boundaries & boundaries of recipient municipality; prohibits such municipalities from imposing surcharges on consumers within boundaries of recipient municipality unless certain conditions are met; prohibits certain use of such surcharges; requires such municipalities to hold certain public hearings; requires certain municipalities to file specified reports with PSC; requires PSC to review certain consumer disputes & make certain determinations. Effective Date: July 1, 2026

Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 0227 **Eligibility of Leasehold Interests for Homestead Exemptions** by Maney

Eligibility of Leasehold Interests for Homestead Exemptions: Revises circumstances under which persons may be deemed to have legal or beneficial & equitable title to certain property for homestead exemption purposes. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

HB 0239 **Standards for Storm Water Systems** by Grow

Standards for Storm Water Systems: Requires storm water systems in counties & municipalities, respectively, to comply with specified DOT standards; provides inspection requirements for such systems; specifies that certain local standards are superseded; provides finding of important state interest. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0240 **Auxiliary Containers** by García

Auxiliary Containers; Preempting the regulation of auxiliary containers to the state; providing exceptions; requiring the Department of Environmental Protection to develop a uniform ordinance for the use and disposition of single-use, nonrecyclable auxiliary containers; prohibiting the sale or distribution of certain single-use auxiliary containers on lands managed by the Division of Recreation and Parks of the Department of Environmental Protection; repealing a provision relating to the regulation of polystyrene products preempted to the Department of Agriculture and Consumer Services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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HB 0243 **Electric Bicycles** by Benarroch

Electric Bicycles: Provides requirements for operation of electric bicycles; provides penalties; creates Electric Bicycle Safety Task Force adjunct to DHSMV & provides requirements therefor; requires certain reports to Governor & Legislature by specified dates. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0260 **Removal, Storage, and Cleanup of Electric Vehicles** by Burgess

Removal, Storage, and Cleanup of Electric Vehicles; Requiring counties to establish a daily administration fee for the proper storage of certain electric vehicles; providing a maximum amount for such fees; defining the terms “daily administration fee” and “proper storage”; providing that motor vehicle insurers are not required to pay certain costs, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0263 **Public Records** by Rizo

Public Records: Provides exemption from public records requirements for personal identifying & location information of current county administrators, deputy county administrators, assistant county administrators, city managers, deputy city managers, & assistant city managers, including names & personal identifying & location information of their spouses & children; provides for future legislative review & repeal; provides for retroactive application; provides statement of public necessity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0267 **Local Housing Assistance Plans** by Stark

Local Housing Assistance Plans: Authorizes county or eligible municipality to expend certain funds on lot rental assistance for mobile home owners for specified time period; requires counties & eligible municipalities to develop certain strategies in their local housing assistance plans; provides that lot rental assistance is approved home ownership activity for certain purposes; authorizes certain funds to be provided to mobile home owners for rehabilitation & emergency repairs; removes prohibition that only certain percentage of funds may be used for manufactured housing. Effective Date: July 1, 2026
Current Committee of Reference: No Current Committee

SB 0270 **Homestead Property Exemption for Persons Age 65 or Older** by Bernard

Homestead Property Exemption for Persons Age 65 or Older; Proposing an amendment to the State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0272 **Homestead Exemption for Persons 65 and Older** by Bernard

Homestead Exemption for Persons 65 and Older; Expanding the homestead exemption for persons 65 years and older to include a total exemption of homestead property from ad valorem taxation, other than for school district levies, for certain persons whose household income does not exceed a certain amount; authorizing the Department of Revenue to adopt emergency rules, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 270 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0274 **Homestead Property Tax Benefits for Long-term Owners** by Bernard

Homestead Property Tax Benefits for Long-term Owners; Proposing amendments to the State Constitution to provide that the assessed value of homestead property may not increase after 20 years of ownership and residency, to provide an additional homestead tax exemption equal to 50 percent of the assessed value of property, other than school district levies, for persons who have owned and resided on the property as their permanent residence for 30 years or more, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0276 **Homestead Property Tax Benefits For Long-term Owners And Permanent Residents** by Bernard

Homestead Property Tax Benefits for Long-term Owners and Permanent Residents; Requiring that certain property be assessed at less than just value when the person who owns the property has owned and used the property as his or her permanent residence for a specified timeframe; providing that the assessed value of such property shall be a certain amount and may not be increased under certain circumstances; specifying a homestead exemption for certain long-term owners and residents; authorizing periods of ownership and residency to be aggregated, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 274 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0278 **Limitation on the Assessed Value of New Homestead Property** by Bernard

Limitation on the Assessed Value of New Homestead Property; Proposing amendments to the State Constitution to limit the assessed value of new homestead property established after a change of ownership which had an assessed value of less than a certain amount to no more than 150 percent of the assessed value of the property for the preceding year for ad valorem taxation purposes and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0280 **Assessment of Homestead Property** by Bernard

Assessment of Homestead Property; Limiting the assessed value upon change of ownership of homestead property having a prior assessed value below a certain amount when the person acquiring the property is entitled to a homestead exemption, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 278 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0282 **Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses** by Bernard

Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses; Proposing amendments to the State Constitution to limit the assessed value of real property owned and used for commercial purposes by a small business for ad valorem taxation purposes so that such assessed value may not exceed 3 percent or the percentage change in the Consumer Price Index, whichever is lower, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0286 **Assessment of Changes, Additions, or Improvements to Homestead Properties** by Bernard

Assessment of Changes, Additions, or Improvements to Homestead Properties; Revising the manner of assessing the value of changes, additions, or improvements to homestead property, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0290 **Department of Agriculture and Consumer Services** by Truenow

Department of Agriculture and Consumer Services; Prohibiting counties from enacting or enforcing any law that restricts or prohibits the use of gasoline-powered farm equipment or gasoline-powered landscape equipment or that distinguishes such equipment from any other equipment under certain circumstances; prohibiting an application for a development on an ecologically significant parcel in a lowdensity municipality from being administratively approved without an attestation provided by the developer; establishing the Florida Food Animal Veterinary Medicine Loan Repayment Program; revising the Florida Forest Service’s powers, authority, and duties, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0313 **Housing** by Nix, Jr.

Housing: Requires, rather than authorizing, local governments to adopt, by specified date, ordinance to allow accessory dwelling units in certain areas; requires that such ordinances apply prospectively; prohibits inclusion of certain requirements or prohibitions in such ordinances; removes requirement that application for building permit to construct accessory dwelling unit include certain affidavit; revises accessory dwelling units that apply toward satisfying certain component of local government's comprehensive plan; prohibits denial of homestead exemption for certain portions of property on specified basis; requires that rented accessory dwelling unit be assessed separately from homestead property & taxed according to its use; authorizes local government to provide density bonus incentive to landowners who make certain real property donations to assist in provision of affordable housing for military families; requires OPPAGA to evaluate efficacy of using mezzanine finance & potential of tiny homes for specified purposes; requires office to consult with certain entities; requires office to submit certain report to Legislature by specified date. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0323 **Parking on Public Property** by Steele

Parking on Public Property: Defines "public property" & "publicly owned buildings or facilities"; requires local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; requires local governments to carry over any unused portion of time for benefit of next vehicle owner who pays fee to park on such public property in certain circumstances; prohibits certain vehicles from being towed or issued traffic citation for specified time period after being parked on specified public property; prohibits local governments from allowing private business entities or

enterprises to use specified public property for private parking purposes for fee. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0332 **Public Records and Public Meetings/Private Property Rights** by Bradley

Public Records and Public Meetings/Private Property Rights; Providing an exemption from public meetings requirements for meetings or portions of meetings between agencies and their attorneys to discuss certain claims concerning private property rights; requiring that such meetings be transcribed; providing that such transcripts become public records at specified times; providing for future legislative review and repeal of the exemptions; providing a statement of public necessity, etc. Effective Date: 7/1 /2026

Current Committee of Reference: Senate Rules

HB 0337 **Food Insecure Areas** by Rayner

Food Insecure Areas: Authorizes local government to enact land development regulations to permit land use for small-footprint grocery store located in food insecure area; authorizes local government to include in its comprehensive plan provision permitting land use for small-footprint grocery store located in food insecure area; authorizes local government to require mandatory reporting of certain information from small-footprint grocery store. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 0347 **Adoption and Display of Flags by Governmental Entities** by Borrero

Adoption and Display of Flags by Governmental Entities: Prohibits governmental entity from displaying, placing, or causing to be placed certain flags on real property; specifies flags governmental entity may display on such property; provides requirements for governmental entity that displays flag of United States; prohibits local government from adopting certain ordinances or regulations relating to flag of local government; provides that certain ordinances & regulations are void. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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SB 0356 **Utility Terrain Vehicles** by Wright

Utility Terrain Vehicles; Authorizing the operation of a utility terrain vehicle (UTV) during all hours; authorizing the operation of UTVs on certain roadways; authorizing the Department of Transportation to prohibit the operation of UTVs under certain circumstances; requiring owners or operators of a UTV to comply with certain requirements and regulations, etc. Effective Date: January 1, 2027

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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SB 0382 **Electric Bicycles** by Truenow

Electric Bicycles; Providing requirements for the operation of electric bicycles; prohibiting the operation of an electric bicycle above a certain speed under certain circumstances; creating the Electric Bicycle Safety Task Force adjunct to the Department of Highway Safety and Motor Vehicles; requiring the Florida Highway Patrol and each police department and sheriff's office to maintain a certain list, beginning on a certain date, etc. Effective Date: Except as otherwise provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: No Current Committee

HB 0399 **Land Use and Development Regulations** by Borrero

Land Use and Development Regulations: Requires transmittal & adoption of amendment to future land use element of comprehensive plan to be by majority vote of members of governing body; requires that local government comprehensive plans & land development regulations include specified factors for assessing compatibility of certain residential uses; requires that land development regulations incorporate certain standards or other measures for mitigating or minimizing potential incompatibility; requires local government staff to meet certain requirements before recommending denial of certain applications on compatibility grounds; requires OPPAGA to conduct specified study; provides study requirements; requires office to submit results of study to Legislature. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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HB 0425 **Historic Cemeteries Program** by Aristide

Historic Cemeteries Program: Requires local governments to approve applications from historic AfricanAmerican cemeteries to change land use category & zoning district of excess vacant land under certain conditions. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0426 **Adoption and Display of Flags by Governmental Entities** by Yarborough

Adoption and Display of Flags by Governmental Entities; Prohibiting a governmental entity from displaying, placing, or causing to be placed certain flags on real property; providing a penalty; specifying flags a governmental entity may display on such property; prohibiting a local government from adopting certain ordinances or regulations relating to the flag of the local government, etc. Effective Date: 7/1 /2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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HB 0433 **Department of Agriculture and Consumer Services** by Alvarez, D.

Department of Agriculture and Consumer Services: Prohibits counties & municipalities from enacting or enforcing any law that restricts or prohibits use of gasoline-powered farm equipment or gasolinepowered landscape equipment or that distinguishes such equipment from any other equipment; requires Acquisition & Restoration Council to determine whether certain surplused lands are suitable for bona fide agricultural purposes; prohibits local governmental entity from transferring future development rights for surplused lands determined to be suitable for bona fide agricultural purposes; requires DEP, in coordination with DACS, to determine whether state-owned conservation lands are suitable for bona fide agricultural purposes; authorizes DEP to surplus specified state-owned lands determined to be suitable for bona fide agricultural purposes; prohibits person from wearing or displaying item that displays words "concealed weapon permit" or "concealed weapon permit holder" with intent to mislead another to believe that person is authorized to wear or display such item; prohibits possession, manufacture, sale, importation, distribution, or use of signal jamming device. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 0434 **Assessment of Property Used for Residential Purposes** by Leek

Assessment of Property Used for Residential Purposes; Defining the term “changes or improvements made to improve the property’s resistance to wind damage”; prohibiting the consideration of the increase in just value of a property which is attributable to changes or improvements made to improve the property’s resistance to wind damage in determinations of the assessed value of certain property, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Rules

SB 0450 **Ad Valorem Tax Exemption for Disabled Veterans** by Polsky

Ad Valorem Tax Exemption for Disabled Veterans; Removing a limitation on the value of a tax exemption that a surviving spouse could transfer to a new residence; revising when a specified tax exemption is considered to be granted, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Finance and Tax

HB 0455 **Protection of Historic Monuments and Memorials** by Black

Protection of Historic Monuments and Memorials: Preempts all removal, damage to, or destruction of historic Florida monuments & memorials; provides that any existing or future ordinance, regulation, or rule to contrary, & certain actions by elected or appointed local government officials, are void; prohibits local governments from enacting or enforcing specified ordinances, regulations, or rules; provides penalties; requires DOS to withhold certain funding from local government; authorizes local government to temporarily remove & relocate monument or memorial in certain instances; authorizes Division of Historical Resources of DOS to request certain recommendations from Florida Historical Commission & Department of Veterans' Affairs. Effective Date: upon becoming a law

Current Committee of Reference: House Judiciary Committee

HB 0479 **Land and Water Management** by Maggard

Land and Water Management: Prohibits counties & municipalities from adopting laws, regulations, rules, policies, or ordinances that prohibit adjacent upland activities that are outside certain wetland buffers; repeals provisions relating to land management review teams. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0488 **Department of Highway Safety and Motor Vehicles** by Massullo, Jr.

Department of Highway Safety and Motor Vehicles; Requiring licensure in lieu of registration of motor carriers operating certain qualified motor vehicles; revising due dates for motor fuel use tax returns submitted by licensed motor carriers; authorizing the department to inspect records necessary to verify the tax returns of motor carriers, motor fuel retail dealers, and motor fuel wholesale distributors; revising the apparent amount of property damage which requires the driver of a vehicle involved in a crash to notify law enforcement of the crash, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 0496 **Protection of Historic Monuments and Memorials** by McClain

Protection of Historic Monuments and Memorials; Citing this act as the “Historic Florida Monuments and Memorials Protection Act”; preempting all removal, damage to, or destruction of historic Florida monuments and memorials; providing that any existing or future ordinance, regulation, or rule to the contrary, and certain actions by elected or appointed local government officials, are void; providing civil penalties for certain officials who engage in certain actions; authorizing a local government to temporarily remove and relocate a monument or memorial in certain instances provided certain requirements are met, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 0504 **Code Inspector Body Cameras** by Burgess

Code Inspector Body Cameras; Requiring a governmental entity that permits its code inspectors to wear body cameras to establish certain policies and procedures; requiring such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, and to perform a periodic review of actual body camera practices; providing that certain provisions relating to the

interception of wire, electronic, and oral communications do not apply to body camera recordings made by code inspectors, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0506 **Public Records/Body Camera Recordings Recorded by a Code Inspector** by Burgess

Public Records/Body Camera Recordings Recorded by a Code Inspector; Providing an exemption from public records requirements for body camera recordings recorded by a code inspector under certain circumstances; providing exceptions; requiring a local government to retain body camera recordings for a specified timeframe; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc. Effective Date: On the same date that SB 504 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Current Committee of Reference: No Current Committee

SB 0508 **Landscape Irrigation** by Truenow

Landscape Irrigation; Creating the “Landscape Irrigation Standards and Watering Restrictions Act”; prohibiting a person from taking certain actions regarding a landscape irrigation system unless such person is a licensed irrigation contractor or the property owner; specifying that only a licensed irrigation contractor may connect an irrigation system to a water supply; providing a purpose for landscape irrigation system standards; creating a landscape irrigation watering schedule; providing for the enforcement of the act, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0509 **Code Inspector Body Cameras** by Partington

Code Inspector Body Cameras: Requires governmental entity that permits its code inspectors to wear body cameras to establish certain policies & procedures; requires such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, & to perform periodic review of actual body camera practices; provides that certain provisions relating to interception of wire, electronic, & oral communications do not apply to body camera recordings made by code inspectors. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0511 **Pub. Rec./Code Inspector Body Cameras** by Partington

Pub. Rec./Code Inspector Body Cameras: Provides exemption from public records requirements for body camera recordings recorded by code inspector; requires local government to retain body camera recordings for specified timeframe; provides for future legislative review & repeal of exemption; provides statement of public necessity; directs Division of Library & Information Services of DOS to adopt specified retention requirement for certain body camera recordings by specified date. Effective Date: on the same date that HB 509 or similar legislation takes effect

Current Committee of Reference: No Current Committee

HB 0521 **Fines for Violations Detected by Traffic Infraction Detectors** by Yeager

Fines for Violations Detected by Traffic Infraction Detectors: Authorizes county or municipality to issue fine for certain violations detected through use of traffic infraction detector; requires fine to be accompanied by certain photograph or image. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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HB 0535 **Candidate Qualifying** by Benarroch

Candidate Qualifying: Requires certain candidates to provide filing officer statement disclosing dual citizenship for nomination & election to federal, state, county, multicounty, district, or judicial office or to district school board. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0543 **Transportation** by McFarland

Transportation: Requires DOT to increase minimum perception-reaction time for all steady yellow signals at certain intersections by specified amount of time; requires certain seaports to submit annual report describing measures taken to support commercial space launch industry to Space Florida; prohibits certain seaports from converting planned or existing land, facilities, or infrastructure that supports cargo purposes unless specified conditions are met; requires legislative approval for use of state funds for specified projects; authorizes private entity to install automated license plate recognition system for use on certain property; authorizes county or municipality to set lower maximum speed limit under certain conditions; authorizes vehicles displaying disabled parking permits to occupy more than one parking space under specified conditions; requires certain motor vehicles to be equipped with & maintain exhaust system to prevent excessive or unusual noise; authorizes certain golf carts to be titled & registered for operation on certain roads without inspection by DOT; provides that use of license plate frame or decorative border device is not prohibited under specified conditions; providing requirements for electronic credentialing system; authorizes DOT to make direct payments to certain subcontractors under specified conditions; provides requirements for takeover agreement; requires DOT to implement Next-generation Traffic Signal Modernization Grant Program. Effective Date: July 1, 2026

Current Committee of Reference: House Budget Committee

SB 0548 **Growth Management** by McClain

Growth Management; Providing requirements for coordination mechanisms that are required for certain agreements required as part of the intergovernmental coordination element of a comprehensive plan; requiring that certain interlocal agreements use a plan-based methodology for a certain purpose; requiring that certain capacity standards be specified in a certain impact fee study; requiring that a demonstrated-need study be accompanied by a certain declaration; prohibiting local governments, school districts, and special districts from using certain data for a specified purpose, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0550 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Proposing amendments to the State Constitution to prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0552 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Conforming provisions to proposed amendments made to the State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities; repealing a provision relating to the property appraiser's assessments and effect of determinations by value adjustment boards; repealing a provision relating to extending the date for filing tangible personal property tax returns; repealing a provision relating to tax returns to show all exemptions and claims, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 550 or a similar joint resolution having substantially the same specified intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

HB 0555 **Local Licensing of Home Caregivers** by Skidmore

Local Licensing of Home Caregivers: Authorizes counties & municipalities to license home caregivers within their jurisdictions. Effective Date: July 1, 2026

Current Committee of Reference: House Health Care Facilities & Systems Subcommittee

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SB 0558 **Standards for Stormwater Systems** by Burgess

Standards for Stormwater Systems; Requiring stormwater systems owned by counties and municipalities, respectively, to comply with specified Department of Transportation standards; providing inspection requirements for such systems; specifying that certain local standards are superseded, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 0575 **Auxiliary Containers** by Weinberger

Auxiliary Containers: Defines "auxiliary container" and "single-use"; removes obsolete provisions; preempting regulation of auxiliary containers to state; provides exceptions; requires DEP to develop uniform ordinance for use and disposition of single-use, nonrecyclable auxiliary containers; provides requirements for development of such ordinance; requires that sale or distribution of single-use plastic auxiliary containers on lands managed by Division of Recreation & Parks of DEP be eliminated to greatest extent possible; prohibits use, sale, or distribution of certain single-use auxiliary containers on such lands; requires department to develop and make available on its website statewide Marine Debris Reduction Plan; provides requirements for such plan; removes s. 500.90, F.S., relating to regulation of polystyrene products preempted to DACS. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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SB 0576 **Local Government Cybersecurity** by Harrell

Local Government Cybersecurity; Creating the Local Government Cybersecurity Protection Program within the Florida Digital Service; requiring the grant program to be administered by the Florida Digital Service; requiring the Florida Digital Service to enter into certain data-sharing agreements with local governments for a specified purpose; requiring the Florida Digital Service to contract for information technology commodities and services and award such commodities and services to local governments, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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SB 0580 **Local Licensing of Home Caregivers** by Harrell

Local Licensing of Home Caregivers; Authorizing counties and municipalities to license home caregivers within their jurisdictions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Health Policy

SB 0588 **Local Government Enforcement Actions** by McClain

Local Government Enforcement Actions; Prohibiting certain enforcement actions by counties, municipalities, and special districts, respectively; defining the term “enforcement action”; requiring counties, municipalities, and special districts, respectively, to establish and maintain rules; authorizing filing of legal action and providing legal remedies in certain circumstances, etc. Effective Date: October 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0589 **Onsite Sewage Treatment and Disposal System Permits** by Nix, Jr.

Onsite Sewage Treatment and Disposal System Permits: Prohibits municipality or political subdivision of state from requiring owners & builders of certain residences to receive construction permits from DEP as condition of issuing building or plumbing permits; requires such owners & builders to provide certain proof to municipality or political subdivision. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0594 **Local Housing Assistance Plans** by Burton

Local Housing Assistance Plans; Authorizing counties and eligible municipalities to expend certain funds on lot rental assistance for mobile home owners for a specified time period; requiring each county and eligible municipality to include in its local housing assistance plan certain strategies; authorizing counties and eligible municipalities to provide certain funds to mobile home owners for rehabilitation and emergency repairs, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0602 **Watercraft Restrictions Based on Energy Source** by Bernard

Watercraft Restrictions Based on Energy Source; Providing an exception to the prohibition on state agencies, governmental authorities, and local governments restricting the use or sale of watercraft based on the energy source used to power the watercraft if such watercraft is used on certain bodies of water, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

HB 0607 **Industries and Professional Activities** by Yarkosky

Industries and Professional Activities: Renames, removes, & redesignates specified boards, commissions, and councils established within DBPR; changes office locations of certain divisions; specifies that certain license application requirements apply only to certain professions; provides licensing authority to department rather than licensing boards; removes postlicensure education requirements for brokers, broker associates, and sales associates; removes continuing education requirements for licensure renewal as broker, broker associate, and sales associate; removes continuing education requirements for licensure renewal due to inactive status; revises provisions pertaining to board to transfer powers, duties, and responsibilities of board to DBPR; granting certain authority to department, rather than Florida Real Estate Appraisal Board; requires department to adopt rules; revises violations for which retail tobacco products dealers are penalized; revises retail nicotine product dealer administrative penalties; requires FDLE to accept and process certain fingerprints; specifies procedures for submitting and processing fingerprinting; requires department to conduct certain background checks. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0610 **Residential Swimming Pool Requirements** by Smith

Residential Swimming Pool Requirements; Requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool safety requirements; requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool barrier requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

HB 0611 **Landscape Irrigation** by Cobb

Landscape Irrigation: Prohibits certain actions regarding landscape irrigation systems unless such actions are taken by licensed irrigation contractors or property owners; authorizes local governments or water management districts to adopt certain requirements for property owners who install such systems; provides requirements for permits, plans, equipment & capacity, maintenance, & water schedules relating to such systems; provides fines & penalties; prohibits local governments from adopting or enforcing certain laws, rules, or regulations; authorizes DEP to adopt rules; revises membership of Construction Industry Licensing Board. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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SB 0620 **Candidate Qualifying** by Mayfield

Candidate Qualifying; Requiring certain candidates to provide the filing officer a statement disclosing dual citizenship for nomination and election to federal, state, county, multicounty, district, or judicial office or to a district school board, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0629 **Regulation of Auxiliary Containers** by Esposito

Regulation of Auxiliary Containers: Preempts regulation of auxiliary containers to state; authorizes rules, regulations, & ordinances restricting use of glass auxiliary containers within boundaries of public beach or state park; authorizes Division of Recreation & Parks to regulate auxiliary containers within state parks. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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HB 0635 **Cybersecurity Standards and Liability** by Giallombardo

Cybersecurity Standards and Liability: Prohibits local governments from imposing certain cybersecurity standards or processes on vendors; defines "vendor"; prohibits local governments from adopting or enforcing certain cybersecurity standards or processes; provides that local government, covered entity, or third-party agent that complies with certain requirements is not liable in connection with cybersecurity incident; requires covered entities & third-party agents to implement revised frameworks, standards, laws, or regulations. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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SB 0650 **Local Business Taxes** by Bernard

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain counties to continue to impose a business tax; authorizing such counties to revise the definition of the term “merchant” in a specified manner; prohibiting such counties from revising a specified tax rate, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 0654 **Traffic Infraction Enforcement** by DiCeglie

Traffic Infraction Enforcement; Revising the periods during which a county or municipality may enforce school zone speed limits, and the violations for which such enforcement is authorized, through the use of a speed detection system; prohibiting the use of a traffic infraction detector for remote surveillance; requiring district school board authorization and a public hearing process before a school district may place or install, or contract with a vendor to install, operate, and maintain, school bus infraction detection systems; revising the periods for which a county or municipality may authorize a traffic infraction enforcement officer to issue certain uniform traffic citations, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 0675 **Affordable Housing** by Driskell

Affordable Housing: Revises upwards length of time that certain rental units must remain affordable in order to qualify for specified zoning variance; requires certain incentives be used for construction of affordable housing; revises downward maximum median income used to determine eligibility for certain tax incentives; specifies that certain taxes do not apply to first-time homebuyers. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0692 **Cybersecurity Standards and Liability** by Leek

Cybersecurity Standards and Liability; Prohibiting local governments from imposing certain cybersecurity standards or processes on vendors; providing that a local government, a covered entity, or a third-party agent that complies with certain requirements is not liable in connection with a cybersecurity incident under certain circumstances; requiring covered entities and third-party agents to implement revised frameworks, standards, laws, or regulations within a specified timeframe in order to retain protection from liability, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Appropriations

SB 0698 **Onsite Sewage Treatment and Disposal System Permits** by Martin

Onsite Sewage Treatment and Disposal System Permits; Prohibiting a municipality or political subdivision of the state from requiring owners and builders of certain residences to receive construction permits from the Department of Environmental Protection as a condition of issuing building or plumbing permits; requiring such owners and builders to provide certain proof to the municipality or political subdivision, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: Senate Rules

SB 0718 **Water Management** by McClain

Water Management; Prohibiting counties and municipalities from adopting laws, regulations, rules, or policies relating to water quality or quantity, pollution control, pollutant discharge prevention or removal, or wetlands; preempting such regulation to the state; repealing a provision relating to land management review teams, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Environment and Natural Resources

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SB 0750 **Alternative Plans Review and Building Inspection** by DiCeglie

Alternative Plans Review and Building Inspection; Deleting a provision authorizing a local government to charge an administrative fee when an owner or contractor retains a private provider for purposes of plans review or building inspection services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0752 **Taxation of First-time Buyers** by DiCeglie

Taxation of First-time Buyers; Specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers; defining the term “first-time homebuyer”; specifying that documentary stamp taxes do not apply to certain documents executed by a first-time homebuyer in connection with the purchase of a principal residence, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0756 **Affordable Housing** by Davis

Affordable Housing; Increasing the length of time that certain rental units must remain affordable in order to qualify for a specified zoning variance; requiring that certain incentives be used for the construction of affordable housing; decreasing the maximum median income used to determine eligibility for certain tax incentives; specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0766 **Waste Management** by Martin

Waste Management; Deleting obsolete provisions that provide legislative findings and require the Department of Environmental Protection to review and update a specified report; preempting the regulation of auxiliary containers to the state; permitting rules, regulations, or ordinances restricting the use of glass auxiliary containers within the boundaries of a public beach; authorizing the Division of Recreation and Parks to regulate auxiliary containers within state parks; specifying that certain local ordinances and restrictions are permitted, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

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HB 0773 **Municipal Utilities** by Brackett

Municipal Utilities: Authorizes municipality to transfer portion of its public utility earnings to its general fund; requires that such percentages be established or reestablished by local referendum, subject to majority vote; provides exception to percentage restrictions in event of disaster or emergency; authorizes such percentages to be established by passage of resolution, by four-fifths vote; requires such percentages to be repaid to general fund within specified time period; prohibits municipality from transferring portion of its public utility earnings in certain instances; prohibits ability of municipality to receive certain state funds if such prohibited transfer is effected; requires specified disclosure in budget & financial report of municipality. Effective Date: July 1, 2026

Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 0803 **Building Permits and Inspections** by Trabulsy

Building Permits and Inspection: Provides for expiration of certain building permits issued by county & local government; provides that under certain circumstances certain persons are not subject to discipline for performing job without applicable permits & inspections; prohibits local governments from requiring building permit for installation of certain walls or barriers; revises provisions relating to building code inspection services provided by private provider & private provider firms, including permit & administrative fees, responsibilities of private providers, permitting & inspection documents & reports, timeframes for issuing permits & notices, authority of local building official, notices of incomplete forms, authority of private providers acting as local building official, emergency inspection services, creation of uniform forms, audits, immunity, civil causes of action, posting of permits on specified websites, & adoption of specified registration system; requires Florida Building Commission to develop uniform commercial & residential building permit applications; prohibits association or certain committees from requiring building permit as prerequisite for certain review. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0840 **Land Use Regulations for Local Governments Affected by Natural Disasters** by DiCeglie

Land Use Regulations for Local Governments Affected by Natural Disasters; Prohibiting impacted local governments from enforcing certain moratoriums, requiring the repair or reconstruction of certain improvements to meet certain requirements, or enforcing changes to specified procedures; revising circumstances under which impacted local governments may enforce certain amendments, site plans, development permits, or development orders; deleting provisions related to filing suit against an impacted local government for injunctive relief, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

SB 0852 **Food Insecure Areas** by Jones

Food Insecure Areas; Authorizing a local government to enact land development regulations to permit land use for a small-footprint grocery store located in a food insecure area; authorizing a local government to include in its comprehensive plan a provision permitting land use for a small-footprint grocery store located in a food insecure area, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0853 **Mobile Home Park Regulations** by Long

Mobile Home Park Regulations: Authorizes counties & municipalities to adopt & enforce local laws, codes, or ordinances relating to mobile home park lot tenancies; authorizes code enforcement officer to cite certain violations to mobile home park owner or mobile home owner; revises obligations & responsibilities of mobile home park owner; revises obligations & responsibilities of mobile home owner; removes provision that mobile home owner is responsible for certain fines; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to bring civil proceeding against mobile home park owner or mobile home lot. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

HB 0865 **Local Regulation of Drinking Straws and Stirrers** by Blanco

Local Regulation of Drinking Straws and Stirrers: Prohibits local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; provides requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers. Effective Date: upon becoming a law

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

HB 0903 **Assessed Value of Nonhomestead Property** by Grow

Assessed Value of Nonhomestead Property: Proposes State Constitutional amendment reducing maximum percentage assessed value of nonhomestead properties may increase annually.

Current Committee of Reference: House Ways & Means Committee

SB 0910 **Parking on Public Property** by Mayfield

Parking on Public Property; Defining the terms “public property” and “publicly owned buildings or facilities”; requiring local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; prohibiting certain vehicles from being towed or issued a traffic citation for a specified time period after being parked on specified public property; prohibiting local governments from allowing private business entities or enterprises to use specified public property for private parking purposes for a fee; providing construction, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Transportation

HB 0927 **Local Land Planning and Development** by Sapp

Local Land Planning and Development: Requires governing body of local government to create program that authorizes applicant to use qualified contractor to conduct preapplication review of application; authorizes local governments, school districts, or independent special districts to use qualified contractors for preapplication review for certain projects; authorizes applicants to bring civil actions; provides for award of attorney fees, costs, & damages; requires governing body of certain local

governments & counties to create program to expedite process for building permits for planned unit developments or phases of community or subdivision; requires governing body to create two-step application process; authorizes applicant to use qualified contractor for land use approvals; authorizes applicant to retain private provider or qualified contractor to process, review, & expedite application for preliminary plat or related plans; requires applicant to replace qualified contractor or private provider if conflict of interest is discovered; requires applicant to be responsible for certain fees & costs; revises circumstances under which applicant has vested right in preliminary plat. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0940 **Municipal Water and Sewer Utility Rates, Fees, and Charges** by McClain

Municipal Water and Sewer Utility Rates, Fees, and Charges; Deleting a limitation on the amount of rates, fees, and charges municipal water and sewer utilities are authorized to impose on consumers for such services outside the boundaries of the municipality; providing for the continuance and phase out of certain bond covenant surcharges; requiring municipalities operating such utilities to submit a specified rate study every 7 years to the Department of Environmental Protection which evaluates certain information, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 0948 **Local Government Land Development Regulations and Orders** by McClain

Local Government Land Development Regulations and Orders; Requiring counties and municipalities, respectively, to follow certain application procedures for applications for certain development permits and development orders; creating the “Florida Starter Homes Act” for a specified purpose; prohibiting local governments from imposing regulations governing residential lots unless such regulations meet specified requirements; prohibiting local governments from imposing certain regulations if a residential lot is connected to a public water system and a sewerage system; requiring the permitting as of right of an off-site constructed residential dwelling in certain zoning districts, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

HB 0957 **Deferred and Unpaid Taxes** by Long

Deferred and Unpaid Taxes: Limits specified tax deferral to properties with just value of $1 million or less; increases minimum value of tax certificate that may be sold at public auction or by electronic sale. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0958 **Local Regulation of Drinking Straws and Stirrers** by Bradley

Local Regulation of Drinking Straws and Stirrers; Prohibiting local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; providing requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Community Affairs

HB 0967 **Electronic Payments Made to Units of Local Governments** by Buchanan

Electronic Payments Made to Units of Local Governments: Revises legislative intent; requires units of local government to accept certain forms of payments; requires such local governments accept payments online. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0968 **Home Backup Power Systems** by McClain

Home Backup Power Systems; Prohibiting a local government from adopting a technical amendment to the Florida Building Code which requires a permit or any functionally equivalent local review or approval for certain backup power systems; prohibiting a local government that issues building permits from requiring an owner of a single-family dwelling or such owner's contractor to obtain a building permit to perform work on the single-family lot valued at less than a specified sum; prohibiting a local enforcement agency from requiring a permit or any functionally equivalent local review or approval for the installation, relocation, replacement, or repair of an eligible residential backup power system; defining the term "backup power system", etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0979 **Infill Redevelopment** by Borrero

Infill Redevelopment : Requires local government to permit development of certain qualifying parcels up to certain density & intensity; requires developers of qualifying parcels to maintain specified buffer between new developments & single-family homes & townhouses; requires developers of qualifying parcels to establish that certain recreational facilities & areas reserved for recreational use have not been in operation or use for certain timeframe, to pay double parks & recreational facilities impact fees, & to provide written notice to certain property owners; requires property owners who receive such written notice to exercise option to purchase certain parcels or portions thereof within specified timeframe or forfeit option; requires development on qualifying parcels to meet concurrency requirements. Effective Date: upon becoming a law

Current Committee of Reference: House Commerce Committee

SB 0998 **Department of Commerce** by Yarborough

Department of Commerce; Repealing provisions relating to the Florida Small Cities Community Development Block Grant Program Act; providing an exemption for certain conveyances of state lands to certain federal agencies which revert to the Board of Trustees of the Internal Improvement Trust Fund if such land is not used for its intended purposes as a military installation buffer or if the military installation closes; requiring employers who are required to use the E-Verify system to verify a new employee's employment eligibility to maintain an E-Verify case result for each employee which shows that the employee is authorized to work; requiring the department to provide an employer knowingly employing an unauthorized alien with a written determination, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

HB 1001 **Official Actions of Local Governments** by Black

Official Actions of Local Governments: Prohibits counties & municipalities, respectively, from funding or promoting or taking official action relating to diversity, equity, & inclusion; prohibits counties & municipalities, respectively, from expending funds for diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers; provides that county commissioner, member of governing body of municipality, or any other county or municipal official who, while exercising his or her official authority, willfully violates certain provisions commits misfeasance or malfeasance in office; requires potential recipients of county or municipal contracts or grants to make certain certification to county or municipality before being awarded such contract or grant. Effective Date: January 1, 2027

Current Committee of Reference: House Civil Justice & Claims Subcommittee

HB 1007 **Hyperscale Data Centers** by Griffitts Jr.

Hyperscale Data Centers: Provides that hyperscale data centers are prohibited use on or after date certain for specified land use categories in local in comprehensive plans & agricultural zoning districts within unincorporated areas; prohibits utilities, in fixing rates for hyperscale data centers, from collecting certain impact fees; requires permit applications for consumptive use of water relating to hyperscale data centers to contain specified disclosure; prohibits construction & operation of hyperscale data

centers on specified lands & water on or after date certain; provides for hearing requirement before construction & operation of hyperscale data centers; requires governing body of local government that approves construction & operation of hyperscale data center to request, in concurrence with specified board, approval; provides for concurrence hearing requirements; prohibits construction of hyperscale data center if board does not approve concurrence request at such hearing. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 1014 **Provision of Municipal Utility Service to Owners Outside the Municipal Limits** by Mayfield

Provision of Municipal Utility Service to Owners Outside the Municipal Limits; Prohibiting a municipal utility from declining to extend service to properties outside its corporate limits under certain circumstances; requiring a municipal utility to expand its service to an owner who makes such a request under certain circumstances; requiring the municipal utility to make a determination within a specified timeframe and provide such determination to the owner in writing; requiring the municipal utility to provide the owner with specified information and to connect properties in a timely manner; authorizing a municipal utility to establish minimum application filing requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

SB 1018 **Deferred Compensation Plans for Public Employees** by Truenow

Deferred Compensation Plans for Public Employees; Citing this act as the "Deferred Compensation Automatic Enrollment Act'; authorizing the inclusion of an automatic enrollment arrangement in a government employee’s deferred compensation plan; requiring that the automatic enrollment arrangement provide employees the ability to make certain elections regarding contributions; requiring that the plan provide for a default investment into which contributions must be placed under a specified circumstance; authorizing counties, municipalities, political subdivisions, and constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

HB 1049 **Building Permit Requirements** by Esposito

Building Permit Requirements: Provides that certain residential manufactured buildings may not be denied building permit for placement of such building; prohibits local government from adopting certain technical amendments to FBC; prohibits local enforcement agency from requiring building permit for work valued at specified amount; prohibits project from being divided into multiple projects; requires building permit for certain work regardless of value of work; requires contractor to maintain certain written records; prohibits local enforcement agency from requiring building permit for specified work on backup power system installed by certain persons or entities; requires local enforcement agencies to establish specified process to submit certain notice before installation of backup power system; prohibits local governments from adopting or enforcing certain ordinances, rules, or other measures; authorizes local enforcement agency to conduct one inspection, either in person or virtually; authorizes use of private provider for certain inspections; requires local enforcement agency to provide certain persons written notice of correction; authorizes stop-work order under specific circumstances; requires local enforcement agency to offer reinspection date within certain time period; provides that private provider inspection report constitutes acceptance; prohibits local enforcement agency from withholding or revoking certificate of occupancy based solely on failed inspection report. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1085 **Local Government Cyber Security** by Miller

Local Government Cyber Security: Creates Local Government Cybersecurity Protection Program within Florida State University, to be administered by Florida State University; requires Florida State University to enter into certain data-sharing agreements with local governments & Florida Digital Service for specified purpose; requires Florida State University to administer grant program based on specified criteria to provide information technology commodities & services to local governments for specified

purpose; requires Florida State University to contract for information technology commodities & services & award such commodities & services to local governments; requires grants to be annually awarded by date certain; authorizes Florida State University to apply for & accept certain funds or grants. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

HB 1089 **Waste Facilities** by Bartleman

Waste Facilities: Prohibits local government & DEP from issuing construction permit for certain solid waste disposal & waste-to-energy facilities under certain circumstances. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

HB 1125 **Local Government Salaries and Benefits** by Giallombardo

Local Government Salaries and Benefits: Revises requirements for board of county commissioners salary formula to apply to noncharter counties; provides for determination of salaries of members of boards of county commissioners of certain counties; requires referendum for board of county commissioners to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by county; requires referendum for governing body of municipality to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by municipality; requires referendum for governing body of special district to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by special district. Effective Date: October 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1134 **Official Actions of Local Governments** by Yarborough

Official Actions of Local Governments; Prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office, etc. Effective Date: 1/1/2027 **Current Committee of Reference:** Senate Rules

SB 1138 **Qualified Contractors** by Massullo, Jr.

Qualified Contractors; Requiring the governing body of a local government, by a specified date, to create a program that authorizes an applicant to use a qualified contractor to conduct a preapplication review of an application; requiring the development services office of a local government to establish a registry of a specified number of qualified contractors to conduct preapplication reviews; authorizing an applicant to use a qualified contractor from the registry, at the expense of the local government, if the local government fails to process the application in the required time under certain conditions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 1139 **Impact Fees** by Gentry

Impact Fees: Provides requirements for coordination mechanisms that are required for certain agreements required as part of intergovernmental coordination element of comprehensive plan; requires that plan-based methodology used for certain interlocal agreements be consistent with certain comprehensive plan requirements; requires that demonstrated-need study use plan-based methodology; prohibits local governments, school districts, & special districts from including certain deductions in certain impact fee increases & from increasing impact fee rates beyond certain phase-in limitations by more than specified percentage; provides that prevailing petitioner is entitled to impact fee

overpayment refund, with interest; provides that certain prevailing petitioners are entitled to reasonable attorney fees & costs. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 1143 **Local Government Land Development Regulations and Orders** by Nix, Jr.

Local Government Land Development Regulations and Orders: Revises, for counties & municipalities, respectively, application procedures for development permits & orders; prohibits local governments from adopting land development regulations governing lots on residential real property unless such adoption meets specified requirements; prohibits local governments from adopting certain land development regulations if lot on residential real property is connected to public water system or public sewer system; requires that land development regulations adopted by local government allow lots to front or abut shared space instead of public right-of-way; establishes cause of action; authorizes award of specified remedies; provides for waiver of sovereign immunity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 1151 **Health Care Autonomy** by Driskell

Health Care Autonomy: Establishes fundamental right to reproductive health care; provides that every individual has fundamental right to make autonomous decisions about individual's own reproductive health; provides that individuals who become pregnant have fundamental right to make certain decisions in exercise of such right; prohibits state from denying or interfering with individual's right to access reproductive health care; prohibits state & local law enforcement agencies & officials from harassing or discriminating against individual for providing or obtaining reproductive health care or assisting another person in doing so; prohibits such state & local entities from penalizing, prosecuting, or otherwise taking adverse action against individual for exercising specified rights, or against individual for assisting another in exercising such rights; provides individuals with immunity from civil liability for exercising specified rights or aiding or assisting another in exercising such rights; provides that fertilized egg, embryo, or fetus does not have independent rights under laws of this state; prohibits local units of government from regulating individual's ability to exercise right to reproductive health care in manner more restrictive than that set forth in specified provisions. Effective Date: effect upon becoming a law

Current Committee of Reference: House Health Professions & Programs Subcommittee

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HB 1169 **Enforcement of the Florida Building Code** by Tramont

Enforcement of the Florida Building Code: Removes authority of local government to use excess funds to pay for construction of certain buildings or structures; provides that local government is not eligible to receive state funds if it has been subject to legislative committee's audit within specified timeframe or if it fails to submit specified affirmation to legislative delegation; requires each legislative committee to report such local governments to presiding officers & chairs of legislative appropriations committees. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 1183 **Transportation Infrastructure Land Development Regulations** by Cross

Transportation Infrastructure Land Development Regulations: Requires governing body of county or municipality to adopt ordinance, & governing body of special district to adopt resolution, establishing specified transit-oriented development (TOD) zones & rural livable urban village (LUV) areas; requires local government to zone for mixed use, & authorize certain commercial uses for, lots within TOD zones & rural LUV areas; prohibits local government from imposing certain building regulations in specified TOD zones & rural LUV areas; prohibits reduction or elimination of TOD zones after establishment; prohibits local government from imposing certain regulations for lots that contain historic property; provides private cause of action; authorizes award of specified relief; provides that prevailing plaintiff is entitled to attorney fees & costs; provides waiver of sovereign immunity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1196 **Waste Facilities** by Sharief

Waste Facilities; Prohibiting a local government or the Department of Environmental Protection, respectively, from issuing a construction permit for certain solid waste disposal and waste-to-energy facilities under certain circumstances, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 1217 **Prohibited Governmental Policies Regulating Greenhouse Gas Emissions** by Snyder

Prohibited Governmental Policies Regulating Greenhouse Gas Emissions: Prohibits governmental entities from adopting certain net zero policies; prohibits governmental entities from using government funds in any manner that supports, implements, or advances certain net zero policies; prohibits governmental entities from imposing tax, fee, penalty, charge, offset, or assessment to advance certain net zero policies; requires each governmental entity to annually submit to Department of Revenue certain affidavit; prohibits governmental entities from implementing, administering, or enforcing certain programs. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 1220 **Transportation** by Massullo, Jr.

Transportation; Providing requirements for an infrastructure development and improvement component included in a port's strategic plan; requiring the Department of Transportation to coordinate with the Department of Commerce, specified ports, and the Federal Government for a certain purpose; authorizing certain rental trucks to elect a permanent registration period; revising duties of the Department of Transportation relating to airport systems in this state; providing that the department serves as the primary point of contact for statewide topographic aerial LiDAR procurement and certain cost sharing, etc. APPROPRIATION: $300,000 Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

HB 1227 **Preemption to the State** by Oliver

Preemption to the State: Prohibits counties, municipalities, & special districts, respectively, from substantially burdening free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibits local enforcement agency from denying issuance of certificate of occupancy to owner of residential or commercial property based on noncompliance with Florida-friendly landscaping ordinances; prohibits local enforcement agency from denying issuance of building permit for alteration, modification, or repair of single-family residential structure; prohibits local enforcement agency from requiring building permit for construction of playground equipment or fence on certain property; prohibits local governments from adopting or enforcing certain ordinances, regulations, resolutions, rules, charter provisions, or other policies or from taking any action to license or otherwise regulate mutual benefit corporations; revises criteria for business to be considered home-based business as it relates to local government regulation of parking. Effective Date: upon becoming a law

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1234 **Building Permits and Inspections** by DiCeglie

Building Permits and Inspections; Providing for expiration of certain building permits issued by a county after a specified timeframe; providing construction; requiring the Florida Building Commission to modify the Florida Building Code to exempt from building permit requirements the installation of certain walls or barriers; providing for expiration of certain building permits issued by a local government after a specified timeframe; requiring certain services to be subject to an agreement, rather than a written contract; requiring the Department of Business and Professional Regulation to maintain a statewide registry of licensed persons and business organizations qualified to act as private providers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 1251 **Expenditure of Public Funds by Local Governments** by Shoaf

Expenditure of Public Funds by Local Governments: Prohibits local governments from expending public funds for specified purposes; prohibits acceptance of public funds from local governments for lobbying; authorizes filing of complaints with Commission on Ethics alleging violations; requires commission to investigate & provide report of its findings to certain entities; requires commission to adopt rules. Effective Date: July 1, 2026

Current Committee of Reference: House Rules & Ethics Committee

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HB 1275 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Proposes amendment to State Constitution to prohibit levying of ad valorem taxes on tangible personal property by certain entities.

Current Committee of Reference: House Ways & Means Committee

HB 1277 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Conforms provisions to proposed amendments made to State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, & municipalities; removes provisions relating to property appraiser's assessments & effect of determinations by value adjustment boards; repeals provisions relating to extending date for filing tangible personal property tax returns; repeals provisions relating to erroneous returns & estimates of assessment when no return is filed; repeals provisions relating to tax returns to show all exemptions & claims; repeals provisions relating to exemption of renewable energy source devices; repeals provisions relating to exemption for tangible personal property; repeals provisions relating to uncollectible personal property taxes & correction of tax roll; repeals provisions relating to attachment of tangible personal property in case of removal; provides transitional provision. Effective Date: on the effective date of the amendment to the State Constitution proposed by HJR 1275 or a similar joint resolution having substantially the same specified intent and purpose

Current Committee of Reference: House Ways & Means Committee

HB 1303 **Department of Financial Services** by Miller

Department of Financial Services: Establishes Florida Agency for Fiscal Oversight within DFS; provides purpose & duties of agency; requires agency to conduct audit of certain local governments; authorizes agency to request certain information; provides penalties for noncompliance with such request; removes requirement that specified hotline be operated for certain amount of time each day; removes requirement that hotline be advertised in specified manner; requires specified employees to take certain training annually; requires first training be completed by specified deadline; requires certain employees who report information to Florida Agency for Fiscal Accountability be afforded same protection as whistle-blowers; prohibits local governments from executing certain documents with specified provisions; provides that such contracts are void; requires local governments submit certain report to DFS; requires counties to use certain contract tracking system. Effective Date: July 1, 2026

Current Committee of Reference: House Insurance & Banking Subcommittee

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HB 1307 **Unauthorized Aliens** by Jacques

Unauthorized Aliens: Prohibits unauthorized aliens from receiving certain licensing or certification, financial assistance, & claim reimbursement; requires certain procedures, instruction, & testing to be conducted in English; prohibits alternate language accommodations; requires employers & licensees to verify employment eligibility & citizenship status, respectively, before taking certain actions; provides civil cause of action & criminal penalty; provides penalties; authorizes certain complaints; requires Office of Financial Regulation to conduct random audits; creates rebuttable presumption against unauthorized

out-of-state drivers; provides exemptions & standard of proof; provides requirements for law enforcement officers, DHSMV, insurers, & OIR; provides administrative penalties; authorizes private cause of action; prohibits certain financial institutions from accepting certain forms of personal identification. Effective Date: upon becoming a law

Current Committee of Reference: House Commerce Committee

HB 1329 **Local Government Spending** by Benarroch

Local Government Spending: Revises length of time tentative budgets & final budgets must be posted on county, municipality, & special district websites; requires county budget officer & governing body of municipality to perform certain exercise before final adoption of budget; revises length of time public hearing for amendment to county budget must be advertised; revises length of time adopted amendment must be posted on county, municipality, & special district websites; requires posting of proposed amendment to meet certain requirements. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 1342 **Transportation Infrastructure Land Development Regulations** by Rouson

Transportation Infrastructure Land Development Regulations; Creating the “Transit-Oriented Development Act” for a specified purpose; requiring the governing body of a county or municipality to adopt an ordinance, and the governing body of a special district to adopt a resolution, establishing specified transit-oriented development (TOD) zones by a certain date; prohibiting a local government from imposing certain regulations in specified TOD zones; providing a private cause of action for certain property owners and housing organizations; encouraging public transit providers and public agencies to develop land within specified TOD zones, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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SB 1366 **Claims Against the Government** by Brodeur

Claims Against the Government; Increasing the statutory limits on the liability of the state and its agencies and subdivisions for tort claims; requiring the Department of Financial Services, beginning on a specified date and every 5 years thereafter, to adjust the limitations of liability for claims; limiting attorney fees based on the amount of funds recovered; authorizing the Legislature to limit attorney fee awards in a claim bill or reserve any portion of the proceeds of a claim bill to the claimant, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Appropriations

SB 1380 **Unauthorized Aliens** by Martin

Unauthorized Aliens; Prohibiting the Department of Financial Services from issuing a license or certification to unauthorized aliens; authorizing a county to require a borrower to provide proof of being lawfully present in the United States; authorizing the Division of Risk Management to approve or deny claims relating to a minor who is an unauthorized alien; requiring that certain procedures, instruction, and testing be conducted in English; prohibiting certain entities and corporations from providing down payment assistance to unauthorized aliens, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Banking and Insurance

HB 1389 **Affordable Housing** by Redondo

Affordable Housing: Requires counties & municipalities, respectively, to authorize multifamily & mixeduse residential uses as allowable uses for specified property; requires certain proposed developments to be within specified geographic boundaries; requires certain counties, municipalities, & school districts to be party to application for certain proposed developments; prohibits counties &

municipalities, respectively, from restricting height of certain proposed developments in certain manner or requiring setbacks or step-backs that are more restrictive than certain zoning regulations; authorizes applicants for certain proposed developments to notify, by specified date, county or municipality, as applicable, on applicant's intent to proceed under certain provisions of law; requires counties & municipalities to allow certain applicants to submit revised applications, written requests, or notices of intent to account for changes made by act; provides that specified provisions of law relating to proposed developments do not apply to airport zoning regulations unless governing body of airport approves application; prohibits certain discriminatory practices based on financing of development, or proposed development, for affordable housing; waiving state's sovereign immunity for certain causes of action. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 1395 **Artificial Intelligence** by Rizo

Artificial Intelligence: Prohibits governmental entities from extending or renewing contract with specified entities; prohibits governmental entities from taking certain actions relating to contracting for AI technology, software, or products unless certain requirements are met; prohibits governmental entities from entering into contracts for AI technology, software, or products under certain conditions; provides rights of Floridians relating to AI use; requires consent for minors to create new or maintain existing companion chatbot platforms; requires companion chatbot platforms to make certain disclosures & institute certain measures to protect minors; prohibits AI technology companies from selling or disclosing personal information of users unless information is deidentified; prohibits commercial use of individual's name, image, or likeness created through AI without consent; provides for enforcement; provides for civil penalties & damages; provides for private causes of action. Effective Date: July 1, 2026

Current Committee of Reference: House Information Technology Budget & Policy Subcommittee

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HB 1403 **Deferred Compensation Plans for Public Employees** by Salzman

Deferred Compensation Plans for Public Employees: Authorizes inclusion of automatic enrollment arrangement in government employee's deferred compensation plan; requires that automatic enrollment arrangement be established with default contribution rate; authorizes periodic reenrollment of specified government employees; authorizes periodic resetting of contribution rates for specified government employees; requires that automatic enrollment arrangement provide employees ability to make certain elections regarding contributions; requires that plan provide for default investment into which contributions must be placed under specified circumstance; authorizes counties, municipalities, political subdivisions, & constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs; provides that deferred compensation plan of state may adopt automatic enrollment arrangement only upon approval of Legislature; requires that certain deduction of wages or salary of employees be treated in specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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HB 1409 **THC** by Berfield

THC: Provides that marijuana testing laboratory may acquire hemp & hemp extract only from certain businesses; prohibits marijuana testing laboratory from selling, distributing, or transferring hemp or hemp extract from certain businesses; requires marijuana testing laboratory to separate marijuana received from certain entities from hemp or hemp extract received from certain entities; revises requirements for sale & distribution of hemp extract; prohibits businesses or food establishments from possessing hemp or hemp extract products that are attractive to children; prohibits unpermitted business sales, street sales, or festival sales of hemp extract; prohibits business permitted to sell hemp or hemp extract from being located in certain areas; provides requirements for businesses permitted to sell hemp or hemp extract; including THC-infused beverages in list of products prohibited for sale to person under 21 years of age; provides penalty for hemp extract possessed, manufactured, delivered, held, offered for sale, distributed, or sold by certain entities in violation of specified provisions. Effective Date: July 1, 2026

Current Committee of Reference: House Industries & Professional Activities Subcommittee

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HB 1417 **Department of Environmental Protection** by LaMarca

Department of Environmental Protection: epeals, revises, & creates various provisions relating to Environmental Regulation Commission; Acquisition & Restoration Council; central sewer system connections; wastewater treatment systems; aerobic treatment units; basin management action plans; type 2 transfer of Florida Communities Trust from DEP to Acquisition & Restoration Council; onsite sewage treatment & disposal system reports & permits; air pollution permits & license fees; small community sewer construction grants; wastewater services; & fertilizer inspection fees. Effective Date: July 1, 2026

Current Committee of Reference: House Agriculture & Natural Resources Budget Subcommittee

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SB 1420 **Local Utility Revenues** by DiCeglie

Local Utility Revenues; Prohibiting counties and municipalities, respectively, from transferring for specified purposes revenues collected from providing utility services; requiring revenue surpluses to be returned to the ratepayers; requiring county and municipal utilities, respectively, to develop budget forecasts and strategies that meet certain requirements; prohibiting counties and municipalities, respectively, from charging a higher rate or adding a surcharge to certain customers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 1434 **Infill Redevelopment** by Calatayud

Infill Redevelopment; Creating the “Infill Redevelopment Act”; requiring that a local government permit qualifying parcels to be developed with residential uses; prohibiting a local government from using the subdivision process to restrict development in a certain manner; requiring developers of such parcels to pay double the parks and recreation facilities impact fees for a certain purpose and provide certain written notice to property owners; prohibiting a local government from adopting or enforcing certain local laws, ordinances, or regulations, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Rules

SB 1444 **Preemption to the State** by Martin

Preemption to the State; Providing for preemption of all matters relating to the regulation of religious services and gatherings; prohibiting counties, municipalities, and special districts, respectively, from substantially burdening the free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibiting a local enforcement agency from denying the issuance of a certificate of occupancy to an owner of residential or commercial structure based on noncompliance with Florida-friendly landscaping ordinances in certain circumstances; waiving sovereign immunity in accordance with specified laws, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Judiciary

HB 1451 **Utility Services** by Busatta

Utility Services: Requires certain public meetings as condition precedent to effectiveness of new or extended agreement under which municipality will provide specified utility services in other municipalities or unincorporated areas; specifies matters to be addressed at such public meetings; requires such agreements to be written; requires annual public customer meetings; revises provisions relating to permissible rates, fees, & charges imposed by municipal water & sewer utilities on customers located outside municipal boundaries; requires municipalities that provide specified utility services to report certain information by specified date, & annually thereafter, to PSC; requires commission to compile such information & submit report by specified date, & annually thereafter, to Governor & Legislature. Effective Date: July 1, 2027

Current Committee of Reference: House Commerce Committee

HB 1465 **Restrictions on Local Government Regulations After a Hurricane** by Andrade

Restrictions on Local Government Regulations After a Hurricane: Revises circumstances under which certain land use regulations may be enforced; revising persons authorized to bring certain civil actions; requires certain pending applications to be processed in a specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1506 **Civil Litigation** by Yarborough

Civil Litigation; Revising the criteria that the court must consider in determining whether an award of money damages is excessive or inadequate, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

SB 1510 **Department of Environmental Protection** by Massullo, Jr.

Department of Environmental Protection; Deleting provisions creating the Environmental Regulation Commission; requiring that residential properties of a specified size located in a certain area connect to a central sewer system or upgrade to a specified type of nutrient-reducing wastewater treatment system; authorizing remediation plans for certain properties to have certain requirements related to existing conventional onsite sewage treatment and disposal systems; revising legislative findings and intent for the Florida Communities Trust; revising the approval criteria for certain onsite sewage treatment and disposal systems, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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SB 1548 **Affordable Housing** by Calatayud

Affordable Housing; Requiring counties and municipalities, respectively, to authorize certain residential use on property owned by a county, municipality, or school district under certain circumstances; revising the definition of the term “person”; revising a prohibition on discriminatory practices in land use decisions and in permitting of development to include housing that is affordable; waiving the state’s sovereign immunity for certain causes of action based upon housing discrimination, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 1553 **Admissibility of Evidence in Civil Cases** by Brackett

Admissibility of Evidence in Civil Cases : Revises provisions relating to evidence that is admissible to demonstrate past & future medical expenses in personal injury & wrongful death actions.Effective Date: upon becoming a law

Current Committee of Reference: House Judiciary Committee

SB 1558 **Admissible Evidence in Personal Injury or Wrongful Death Actions** by Massullo, Jr.

Admissible Evidence in Personal Injury or Wrongful Death Actions; Providing that evidence admissible in personal injury or wrongful death actions may be used for rebutting, as well as for proving, the amount of certain damages; providing that such evidence may be offered by any party, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

SB 1566 **Local Government Spending** by DiCeglie

Local Government Spending; Citing this act as the “Local Government Financial Transparency and Accountability Act”; requiring counties to reinvest utility service revenues back into a utility for specified purposes; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on county websites; revising the timeframe during which a public hearing for an amendment to a county budget must be advertised; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on municipal or county websites, as applicable, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 1572 **Department of Financial Services** by DiCeglie

Department of Financial Services; Establishing the Florida Agency for Fiscal Oversight within the Department of Financial Services; requiring local governments to notify the agency after authorizing specified referenda; deleting a requirement that a specified hotline be operated for a certain amount of time each day; requiring specified employees to take a certain training annually; requiring that certain employees who report information to the Florida Agency for Fiscal Oversight be afforded the same protection as whistle-blowers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Banking and Insurance

SB 1608 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Prohibiting increases in certain assessed valuations if the just value of the property has decreased since the previous assessment, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1610 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 1610 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Proposing amendments to the State Constitution to prohibit an increase in the value of certain assessments for property with a decreasing just valuation and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 1612 **Electronic Payments Made to Units of Local Governments** by DiCeglie

Electronic Payments Made to Units of Local Governments; Requiring units of local government to accept certain forms of payments; providing an exception; requiring such local governments to accept payments online, etc. Effective Date: 1/1/2027

Current Committee of Reference: Senate Rules

SB 1614 **Florida Building Code** by Leek

Florida Building Code; Revising how a local government is required to spend excess funds; providing that a local government is not eligible to receive state funds through a local funding initiative request if it has been subject to a legislative committee’s audit within a specified timeframe or if it fails to submit a certain affirmation to its legislative delegation, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

SB 1628 **Net-zero Policies by Governmental Entities** by Ávila

Net-zero Policies by Governmental Entities; Prohibiting governmental entities from adopting or requiring the adoption of net-zero policies; prohibiting governmental entities from expending government funds to support, implement, or advance net-zero policies; prohibiting governmental entities from imposing taxes, fees, penalties, charges, offsets, or assessments to advance net-zero policies; prohibiting governmental entities from implementing, administering, or enforcing a program that functions as a cap-and-trade program or has such effect, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 1662 **Prohibited Preferences** by McClain

Prohibited Preferences; Prohibiting executive agencies from using racial or gender set-asides, preferences, or quotas when making certain decisions; revising factors local governments are authorized to consider in making decisions regarding local bids and contracts for public construction works; revising the criteria each agency uses to evaluate professional services; deleting a provision requiring consideration of minority and gender representation when making appointments to the statewide advisory board for the Florida Small Business Development Center Network; deleting provisions requiring that preferences be given to specified entities seeking to attract minority conventions to Florida, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 1724 **Utility Services** by Martin

Utility Services; Requiring that a new agreement, or an extension, renewal, or material amendment of an existing agreement, to provide certain utility services at retail be in writing; requiring that certain public meetings be held as a condition precedent to the effectiveness of a new or extended agreement under which a municipality will provide specified utility services in other municipalities or unincorporated areas; revising provisions relating to permissible rates, fees, and charges imposed by municipal water and sewer utilities on consumers located outside the municipal boundaries; requiring municipalities that provide specified utility services to report certain information by a specified date, and annually thereafter, to the Florida Public Service Commission, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2026

Current Committee of Reference: Senate Rules

SB 1726 **Housing** by Smith

Housing; Citing this act as the “Real Affordable Housing Relief Act”; deleting provisions prohibiting municipalities, counties, or other entities of local government from adopting or maintaining certain laws relating to rent control; authorizing counties and municipalities to create community land bank programs for a certain purpose; providing requirements for the sale of certain property to land banks; providing conditions for the subsequent resale of property acquired by land banks; requiring the Department of Financial Services to adopt a home resiliency grading scale for a specified purpose; creating the Affordable Housing Construction Loan Program for a certain purpose, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

BUC2 **Implementing the 2026-2027 General Appropriations Act** by Budget Committee

PCB BUC 26-02 – Implementing the 2026-2027 General Appropriations Act

Current Committee of Reference: House Budget Committee

BUC1 **General Appropriations Act** by Budget Committee

PCB BUC 26-01 – General Appropriations Act

Current Committee of Reference: House Budget Committee

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III. ***2026.02.20 - The Village of Palmetto Bay Weekly Bill Report***

GRAYROBINSON
ATTORNEYS | ADVISORS | CONSULTANTS

The Village of Palmetto Bay
Ordered by Bill Number

HB 0037 **Removal, Storage, and Cleanup of Electric Vehicles** by Nix, Jr.

Removal, Storage, and Cleanup of Electric Vehicles: Requires counties to establish daily administration fee for proper storage of certain electric vehicles; authorizes municipalities to establish daily administration fee for proper storage of certain electric vehicles; provides maximum amount for such fees; defines "daily administration fee" & "proper storage"; provides that motor vehicle insurers are not required to pay certain costs; provides that reasonable fee for service includes any daily administration fee. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

SB 0044 **Electronic Payment of Public Records Fees** by Rouson

Electronic Payment of Public Records Fees; Requiring an agency subject to ch. 119, F.S., to provide an electronic option for payment of fees associated with a public records request, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 0048 **Housing** by Gaetz

Housing; Defining the term “primary dwelling unit”; requiring local governments to adopt, by a specified date, an ordinance to allow accessory dwelling units to be approved in certain areas; requiring the Office of Program Policy Analysis and Government Accountability to evaluate the efficacy of using mezzanine finance and the potential of tiny homes for specified purposes, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0067 **Reduction of Annual Assessment Increases for Homestead Property** by Holcomb

Reduction of Annual Assessment Increases for Homestead Property: Proposes State Constitutional amendment reducing maximum amount that homestead property’s assessed value may increase annually.

Current Committee of Reference: No Current Committee

HB 0071 **Distribution of Funds to Homestead Property Owners** by Holcomb

Distribution of Funds to Homestead Property Owners: Creates Homestead Property Tax Relief Program within DFS; defines “eligible homesteader”; requires CFO to annually issue warrants of specified amount to certain homestead property owners beginning & ending on specified dates; requires CFO to work with county property appraisers for specified purpose; provides future repeal. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0092 **Employee Protections** by Gaetz

Employee Protections; Providing that public officers, public employees, and local government attorneys commit a breach of the public trust when they initiate adverse personnel actions against employees of an agency or independent contractor under certain circumstances; prohibiting agencies and independent contractors from taking specified actions against employees or certain persons for disclosing certain information to the Commission on Ethics; requiring that information disclosed include specified violations or alleged violations; providing that specified provisions protect employees and persons who submit written complaints to the commission or provide information to an investigator during an investigation of a complaint or referral, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

HB 0101 **Utility Terrain Vehicles** by Gentry

Utility Terrain Vehicles: Authorizes utility terrain vehicle (UTV) to be operated during all hours; authorizes operation of UTVs on certain roadways & on certain parts of State Highway System; authorizes DOT to prohibit use of UTVs under certain circumstances; authorizes persons possessing certain licenses to operate UTV; requires owners or operators of UTV to comply with certain requirements & regulations; authorizes county or municipality to restrict operation of UTVs under certain circumstances; provides civil penalties; requires DHSMV to issue license plate to owner or lessee of vehicle registered as UTV upon payment of certain taxes & fees; requires that license plates for UTVs comply with specified provisions. Effective Date: January 1, 2027

Current Committee of Reference: House Government Operations Subcommittee

HB 0103 **Local Business Taxes** by Botana

Local Business Taxes: Repeals provisions related to local business taxes & authorizes certain local governments to continue to impose business taxes under specified conditions. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0105 **Local Government Enforcement Actions** by Brackett

Local Government Enforcement Actions: Prohibits certain enforcement actions by counties & municipalities; authorizes persons or business entities subject to such actions to submit request for review; requires counties & municipalities to review such actions & respond within specified time period; requires counties & municipalities to establish & maintain rules; authorizes filing of legal action & providing legal remedies in certain circumstances; requires that such action be filed within specified time period; provides for certain protections from retaliation; authorizes filing of certain complaints in specified circumstances; provides for preemption. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

SB 0118 **Assessments Levied on Recreational Vehicle Parks** by Truenow

Assessments Levied on Recreational Vehicle Parks; Prohibiting counties, municipalities, and special districts, respectively, from levying certain special assessments against more than a specified square footage amount per recreational vehicle parking space or campsite, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Appropriations

SB 0122 **Local Business Taxes** by Truenow

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain municipalities to continue to impose a business tax; authorizing such municipalities to revise the definition of the term “merchant” in a specified manner, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

HB 0139 **Adverse Personnel Actions and Ethics Complaints** by Maney

Adverse Personnel Actions and Ethics Complaints: Prohibits agencies & independent contractors from taking specified actions against employees for disclosing certain information to Commission on Ethics; requires that information disclosed include specified violations or alleged violations; requires disclosure of specified information to commission; provides that specified provisions protect employees & persons who submit written complaints to commission or provide information to investigator during investigation of complaint; authorizes certain employees or applicants for employment to file complaints in accordance with specified provisions; authorizes such employees or applicants to pursue specified administrative remedy or civil action within specified timeframe; authorizes local public employees to file complaint with appropriate local governmental authority; specifies requirements for administrative procedures created by local governmental authorities; authorizes such employee to bring civil actions in court of competent jurisdiction under specified conditions; requires specified relief; provides that it is affirmative defense to certain actions that adverse personnel action was predicated on grounds other than exercising of certain protected rights; requires commission to deliver complaints & any amendment thereto to agency conducting certain investigation, upon agency's written request; requires commission to deliver complaints & any amendment thereto to certain persons upon notarized written request. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 0145 **Suits Against the Government** by McFarland

Suits Against the Government: Increases statutory limits on liability for tort claims against state & its agencies & subdivisions; authorizes subdivision of state to settle claim in excess of statutory limit without legislative action regardless of insurance coverage limits; prohibits insurance policy from conditioning benefits on enactment of claim bill; specifies that limitations in effect on date claim accrues apply to that claim; revises period within which certain claims must be presented; revises exceptions relating to instituting tort claims against state or agencies or subdivisions; revises period after which failure of certain entities to make final disposition of claim shall be deemed final denial of claim for certain purposes; revises statute of limitations for tort claims against state or agencies or subdivisions & exceptions thereto. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

HB 0149 **Maximum Millage Rates for the 2027-2028 Fiscal Year** by Chamberlin

Maximum Millage Rates for the 2027-2028 Fiscal Year: Provides method for determining the maximum county & school millage rates for fiscal year 2027-2028; provides for future repeal. Effective Date: July 1, 2026

Current Committee of Reference: House Select Committee on Property Taxes

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HB 0201 **Elimination of Non-school Property Tax for Homesteads** by Steele

Elimination of Non-school Property Tax for Homesteads: Proposes amendment to State Constitution to exempt homestead property from all ad valorem taxation other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0203 **Elimination of Non-school Property for Homesteads** by Miller

Elimination of Non-school Property for Homesteads: Proposes amendment to State Constitution to make homestead property exempt from all ad valorem taxation other than school district levies

beginning in a specified year, to prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, and other first responders, and provide an effective date. Effective Date: Not Specified

Current Committee of Reference: No Current Committee

HB 0205 **Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older** by Porras

Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older: Proposes amendment to State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0207 **Assessed Home Value Homestead Exemption of Non-school Property Tax** by Abbott

Assessed Home Value Homestead Exemption of Non-school Property Tax: Proposes amendment to State Constitution to add a homestead exemption for levies other than school levies equal to 25 percent of the remaining assessed value after applying existing exemptions, provide construction, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House State Affairs Committee

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SB 0208 **Land Use and Development Regulations** by McClain

Land Use and Development Regulations; Requiring that the amount of certain application fees reasonably relate to certain costs; requiring that local government comprehensive plans and land development regulations include factors for assessing the compatibility of certain residential uses; prohibiting a local government from denying certain applications on compatibility grounds if the applicant has proposed certain measures; requiring that the denial of an application specify certain information; providing that a local government's approval of an application may include certain requirements or conditions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0209 **Property Insurance Relief Homestead Exemption Non-school Property Tax** by Busatta

Property Insurance Relief Homestead Exemption Non-school Property Tax: Proposes amendment to State Constitution to increase by $200,000 the exemption for homestead property from all ad valorem taxation other than school district levies for homestead properties that have property insurance, to prohibit local governments from reducing total funding for first responders, and to provide an effective date. Effective Date: Not Specified

Current Committee of Reference: No Current Committee

HB 0211 **Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax** by Overdorf

Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax: Proposes amendment to State Constitution to increase the maximum value of the accrued Save-Our-Homes benefit which may be transferred to a new homestead for all levies other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0213 **Modification of Limitations on Property Assessment Increases** by Griffitts Jr.

Modification of Limitations on Property Assessment Increases: Proposes amendment to State Constitution to modify limitations on assessment increases for both homestead & nonhomestead property, prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, & other first responders, & provide an effective date. Effective Date: January 1, 2027

Current Committee of Reference: No Current Committee

HB 0215 **Ad Valorem Taxation** by Albert

Ad Valorem Taxation: Revises Save-Our-Homes portability benefits available to married persons establishing joint homestead; prohibits increase in prior year's adopted millage rate from going into effect unless approved by specified vote; authorizes DOR to adopt emergency rules; provides for future expiration. Effective Date: January 1, 2027

Current Committee of Reference: House State Affairs Committee

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HB 0217 **Land Use Regulations** by Abbott

Land Use Regulations: Defines "impacted local government"; provides for retroactive application. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0218 **Land Use Regulations** by Gaetz

Land Use Regulations; Defining the term "impacted local government", etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Rules

HB 0225 **Consumer Fairness in Utility Rates** by Robinson, F.

Consumer Fairness in Utility Rates: Requires certain municipalities to impose same utility rates, fees, & charges on consumers within its municipal boundaries & boundaries of recipient municipality; prohibits such municipalities from imposing surcharges on consumers within boundaries of recipient municipality unless certain conditions are met; prohibits certain use of such surcharges; requires such municipalities to hold certain public hearings; requires certain municipalities to file specified reports with PSC; requires PSC to review certain consumer disputes & make certain determinations. Effective Date: July 1, 2026
Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 0227 **Eligibility of Leasehold Interests for Homestead Exemptions** by Maney

Eligibility of Leasehold Interests for Homestead Exemptions: Revises circumstances under which persons may be deemed to have legal or beneficial & equitable title to certain property for homestead exemption purposes. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

HB 0239 **Standards for Storm Water Systems** by Grow

Standards for Storm Water Systems: Requires storm water systems in counties & municipalities, respectively, to comply with specified DOT standards; provides inspection requirements for such systems; specifies that certain local standards are superseded; provides finding of important state interest. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0240 **Auxiliary Containers** by García

Auxiliary Containers; Preempting the regulation of auxiliary containers to the state; providing exceptions; requiring the Department of Environmental Protection to develop a uniform ordinance for the use and disposition of single-use, nonrecyclable auxiliary containers; prohibiting the sale or distribution of certain single-use auxiliary containers on lands managed by the Division of Recreation and Parks of the Department of Environmental Protection; repealing a provision relating to the regulation of polystyrene products preempted to the Department of Agriculture and Consumer Services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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HB 0243 **Electric Bicycles** by Benarroch

Electric Bicycles: Provides requirements for operation of electric bicycles; provides penalties; creates Electric Bicycle Safety Task Force adjunct to DHSMV & provides requirements therefor; requires certain reports to Governor & Legislature by specified dates. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0260 **Removal, Storage, and Cleanup of Electric Vehicles** by Burgess

Removal, Storage, and Cleanup of Electric Vehicles; Requiring counties to establish a daily administration storage fee for the proper storage of certain electric vehicles; providing a maximum amount for such fees; defining the terms “daily administration storage fee” and “proper storage”; requiring any wrecker service or towing-storage wrecker or operator to collect and submit specific data to the Division of State Fire Marshal relating to stored damaged or submerged electric vehicles by a specified date; providing that motor vehicle insurers are not required to pay certain costs, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0263 **Public Records** by Rizo

Public Records: Provides exemption from public records requirements for personal identifying & location information of current county administrators, deputy county administrators, assistant county administrators, city managers, deputy city managers, & assistant city managers, including names & personal identifying & location information of their spouses & children; provides for future legislative review & repeal; provides for retroactive application; provides statement of public necessity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0267 **Local Housing Assistance Plans** by Stark

Local Housing Assistance Plans: Authorizes county or eligible municipality to expend certain funds on lot rental assistance for mobile home owners for specified time period; requires counties & eligible municipalities to develop certain strategies in their local housing assistance plans; provides that lot rental assistance is approved home ownership activity for certain purposes; authorizes certain funds to be provided to mobile home owners for rehabilitation & emergency repairs; removes prohibition that only certain percentage of funds may be used for manufactured housing. Effective Date: July 1, 2026
Current Committee of Reference: No Current Committee

SB 0270 **Homestead Property Exemption for Persons Age 65 or Older** by Bernard

Homestead Property Exemption for Persons Age 65 or Older; Proposing an amendment to the State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0272 **Homestead Exemption for Persons 65 and Older** by Bernard

Homestead Exemption for Persons 65 and Older; Expanding the homestead exemption for persons 65 years and older to include a total exemption of homestead property from ad valorem taxation, other than for school district levies, for certain persons whose household income does not exceed a certain amount; authorizing the Department of Revenue to adopt emergency rules, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 270 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0274 **Homestead Property Tax Benefits for Long-term Owners** by Bernard

Homestead Property Tax Benefits for Long-term Owners; Proposing amendments to the State Constitution to provide that the assessed value of homestead property may not increase after 20 years of ownership and residency, to provide an additional homestead tax exemption equal to 50 percent of the assessed value of property, other than school district levies, for persons who have owned and resided on the property as their permanent residence for 30 years or more, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0276 **Homestead Property Tax Benefits For Long-term Owners And Permanent Residents** by Bernard

Homestead Property Tax Benefits for Long-term Owners and Permanent Residents; Requiring that certain property be assessed at less than just value when the person who owns the property has owned and used the property as his or her permanent residence for a specified timeframe; providing that the assessed value of such property shall be a certain amount and may not be increased under certain circumstances; specifying a homestead exemption for certain long-term owners and residents; authorizing periods of ownership and residency to be aggregated, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 274 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0278 **Limitation on the Assessed Value of New Homestead Property** by Bernard

Limitation on the Assessed Value of New Homestead Property; Proposing amendments to the State Constitution to limit the assessed value of new homestead property established after a change of ownership which had an assessed value of less than a certain amount to no more than 150 percent of the assessed value of the property for the preceding year for ad valorem taxation purposes and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0280 **Assessment of Homestead Property** by Bernard

Assessment of Homestead Property; Limiting the assessed value upon change of ownership of homestead property having a prior assessed value below a certain amount when the person acquiring the property is entitled to a homestead exemption, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 278 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0282 **Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses** by Bernard

Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses; Proposing amendments to the State Constitution to limit the assessed value of real property owned and used for commercial purposes by a small business for ad valorem taxation purposes so that such assessed value may not exceed 3 percent or the percentage change in the Consumer Price Index, whichever is lower, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0286 **Assessment of Changes, Additions, or Improvements to Homestead Properties** by Bernard

Assessment of Changes, Additions, or Improvements to Homestead Properties; Revising the manner of assessing the value of changes, additions, or improvements to homestead property, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0290 **Department of Agriculture and Consumer Services** by Truenow

Department of Agriculture and Consumer Services; Prohibiting counties from enacting or enforcing any law that restricts or prohibits the use of gasoline-powered farm equipment or gasoline-powered landscape equipment or that distinguishes such equipment from any other equipment under certain circumstances; prohibiting an application for a development on an ecologically significant parcel in a lowdensity municipality from being administratively approved without an attestation provided by the developer; establishing the Florida Food Animal Veterinary Medicine Loan Repayment Program; revising the Florida Forest Service’s powers, authority, and duties, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0313 **Housing** by Nix, Jr.

Housing: Requires, rather than authorizing, local governments to adopt, by specified date, ordinance to allow accessory dwelling units in certain areas; requires that such ordinances apply prospectively; prohibits inclusion of certain requirements or prohibitions in such ordinances; removes requirement that application for building permit to construct accessory dwelling unit include certain affidavit; revises accessory dwelling units that apply toward satisfying certain component of local government's comprehensive plan; prohibits denial of homestead exemption for certain portions of property on specified basis; requires that rented accessory dwelling unit be assessed separately from homestead property & taxed according to its use; authorizes local government to provide density bonus incentive to landowners who make certain real property donations to assist in provision of affordable housing for military families; requires OPPAGA to evaluate efficacy of using mezzanine finance & potential of tiny homes for specified purposes; requires office to consult with certain entities; requires office to submit certain report to Legislature by specified date. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0323 **Parking on Public Property** by Steele

Parking on Public Property: Defines "public property" & "publicly owned buildings or facilities"; requires local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; requires local governments to carry over any unused portion of time for benefit of next vehicle owner who pays fee to park on such public property in certain circumstances; prohibits certain vehicles from being towed or issued traffic citation for specified time period after being parked on specified public property; prohibits local governments from allowing private business entities or

enterprises to use specified public property for private parking purposes for fee. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0332 **Public Records and Public Meetings/Private Property Rights** by Bradley

Public Records and Public Meetings/Private Property Rights; Providing an exemption from public meetings requirements for meetings or portions of meetings between agencies and their attorneys to discuss certain claims concerning private property rights; requiring that such meetings be transcribed; providing that such transcripts become public records at specified times; providing for future legislative review and repeal of the exemptions; providing a statement of public necessity, etc. Effective Date: 7/1 /2026

Current Committee of Reference: Senate Rules

HB 0337 **Food Insecure Areas** by Rayner

Food Insecure Areas: Authorizes local government to enact land development regulations to permit land use for small-footprint grocery store located in food insecure area; authorizes local government to include in its comprehensive plan provision permitting land use for small-footprint grocery store located in food insecure area; authorizes local government to require mandatory reporting of certain information from small-footprint grocery store. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 0347 **Adoption and Display of Flags by Governmental Entities** by Borrero

Adoption and Display of Flags by Governmental Entities: Prohibits governmental entity from displaying, placing, or causing to be placed certain flags on real property; specifies flags governmental entity may display on such property; provides requirements for governmental entity that displays flag of United States; prohibits local government from adopting certain ordinances or regulations relating to flag of local government; provides that certain ordinances & regulations are void. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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SB 0356 **Utility Terrain Vehicles** by Wright

Utility Terrain Vehicles; Authorizing the operation of a utility terrain vehicle (UTV) during all hours; authorizing the operation of UTVs on certain roadways; authorizing the Department of Transportation to prohibit the operation of UTVs under certain circumstances; requiring owners or operators of a UTV to comply with certain requirements and regulations, etc. Effective Date: January 1, 2027

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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SB 0382 **Electric Bicycles** by Truenow

Electric Bicycles; Providing requirements for the operation of electric bicycles; prohibiting the operation of an electric bicycle above a certain speed under certain circumstances; creating the Electric Bicycle Safety Task Force adjunct to the Department of Highway Safety and Motor Vehicles; requiring the Florida Highway Patrol and each police department and sheriff's office to maintain a certain list, beginning on a certain date, etc. Effective Date: Except as otherwise provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: No Current Committee

HB 0399 **Land Use and Development Regulations** by Borrero

Land Use and Development Regulations: Requires transmittal & adoption of amendment to future land use element of comprehensive plan to be by majority vote of members of governing body; requires that local government comprehensive plans & land development regulations include specified factors for assessing compatibility of certain residential uses; requires that land development regulations incorporate certain standards or other measures for mitigating or minimizing potential incompatibility; requires local government staff to meet certain requirements before recommending denial of certain applications on compatibility grounds; requires OPPAGA to conduct specified study; provides study requirements; requires office to submit results of study to Legislature. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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HB 0425 **Historic Cemeteries Program** by Aristide

Historic Cemeteries Program: Requires local governments to approve applications from historic AfricanAmerican cemeteries to change land use category & zoning district of excess vacant land under certain conditions. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0426 **Adoption and Display of Flags by Governmental Entities** by Yarborough

Adoption and Display of Flags by Governmental Entities; Prohibiting a governmental entity from displaying, placing, or causing to be placed certain flags on real property; providing a penalty; specifying flags a governmental entity may display on such property; prohibiting a local government from adopting certain ordinances or regulations relating to the flag of the local government, etc. Effective Date: 7/1 /2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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HB 0433 **Department of Agriculture and Consumer Services** by Alvarez, D.

Department of Agriculture and Consumer Services: Prohibits counties & municipalities from enacting or enforcing any law that restricts or prohibits use of gasoline-powered farm equipment or gasolinepowered landscape equipment or that distinguishes such equipment from any other equipment; requires Acquisition & Restoration Council to determine whether certain surplused lands are suitable for bona fide agricultural purposes; prohibits local governmental entity from transferring future development rights for surplused lands determined to be suitable for bona fide agricultural purposes; requires DEP, in coordination with DACS, to determine whether state-owned conservation lands are suitable for bona fide agricultural purposes; authorizes DEP to surplus specified state-owned lands determined to be suitable for bona fide agricultural purposes; prohibits person from wearing or displaying item that displays words "concealed weapon permit" or "concealed weapon permit holder" with intent to mislead another to believe that person is authorized to wear or display such item; prohibits possession, manufacture, sale, importation, distribution, or use of signal jamming device. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 0434 **Assessment of Property Used for Residential Purposes** by Leek

Assessment of Property Used for Residential Purposes; Defining the term “changes or improvements made to improve the property’s resistance to wind damage”; prohibiting the consideration of the increase in just value of a property which is attributable to changes or improvements made to improve the property’s resistance to wind damage in determinations of the assessed value of certain property, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0450 **Ad Valorem Tax Exemption for Disabled Veterans** by Polsky

Ad Valorem Tax Exemption for Disabled Veterans; Revising a limitation on the amount of a tax exemption that a surviving spouse may transfer to a new residence, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations

HB 0455 **Protection of Historic Monuments and Memorials** by Black

Protection of Historic Monuments and Memorials: Preempts all removal, damage to, or destruction of historic Florida monuments & memorials; provides that any existing or future ordinance, regulation, or rule to contrary, & certain actions by elected or appointed local government officials, are void; prohibits local governments from enacting or enforcing specified ordinances, regulations, or rules; provides penalties; requires DOS to withhold certain funding from local government; authorizes local government to temporarily remove & relocate monument or memorial in certain instances; authorizes Division of Historical Resources of DOS to request certain recommendations from Florida Historical Commission & Department of Veterans' Affairs. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

HB 0479 **Land and Water Management** by Maggard

Land and Water Management: Prohibits counties & municipalities from adopting laws, regulations, rules, policies, or ordinances that prohibit adjacent upland activities that are outside certain wetland buffers; repeals provisions relating to land management review teams. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 0488 **Department of Highway Safety and Motor Vehicles** by Massullo, Jr.

Department of Highway Safety and Motor Vehicles; Requiring licensure in lieu of registration of motor carriers operating certain qualified motor vehicles; revising due dates for motor fuel use tax returns submitted by licensed motor carriers; authorizing the department to inspect records necessary to verify the tax returns of motor carriers, motor fuel retail dealers, and motor fuel wholesale distributors; revising the apparent amount of property damage which requires the driver of a vehicle involved in a crash to notify law enforcement of the crash, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 0496 **Protection of Historic Monuments and Memorials** by McClain

Protection of Historic Monuments and Memorials; Citing this act as the “Historic Florida Monuments and Memorials Protection Act”; preempting all removal, damage to, or destruction of historic Florida monuments and memorials; providing that any existing or future ordinance, regulation, or rule to the contrary, and certain actions by elected or appointed local government officials, are void; providing civil penalties for certain officials who engage in certain actions; authorizing a local government to temporarily remove and relocate a monument or memorial in certain instances provided certain requirements are met, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 0504 **Code Inspector Body Cameras** by Burgess

Code Inspector Body Cameras; Requiring a governmental entity that permits its code inspectors to wear body cameras to establish certain policies and procedures; requiring such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, and to perform a periodic review of actual body camera practices; providing that certain provisions relating to the interception of wire, electronic, and oral communications do not apply to body camera recordings made by code inspectors, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0506 **Public Records/Body Camera Recordings Recorded by a Code Inspector** by Burgess

Public Records/Body Camera Recordings Recorded by a Code Inspector; Providing an exemption from public records requirements for body camera recordings recorded by a code inspector under certain circumstances; providing exceptions; requiring a local government to retain body camera recordings for a specified timeframe; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc. Effective Date: On the same date that SB 504 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Current Committee of Reference: No Current Committee

SB 0508 **Landscape Irrigation** by Truenow

Landscape Irrigation; Creating the “Landscape Irrigation Standards and Watering Restrictions Act”; prohibiting a person from taking certain actions regarding a landscape irrigation system unless such person is a licensed irrigation contractor or the property owner; specifying that only a licensed irrigation contractor may connect an irrigation system to a water supply; providing a purpose for landscape irrigation system standards; creating a landscape irrigation watering schedule; providing for the enforcement of the act, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0509 **Code Inspector Body Cameras** by Partington

Code Inspector Body Cameras: Requires governmental entity that permits its code inspectors to wear body cameras to establish certain policies & procedures; requires such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, & to perform periodic review of actual body camera practices; provides that certain provisions relating to interception of wire, electronic, & oral communications do not apply to body camera recordings made by code inspectors. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0511 **Pub. Rec./Code Inspector Body Cameras** by Partington

Pub. Rec./Code Inspector Body Cameras: Provides exemption from public records requirements for body camera recordings recorded by code inspector; requires local government to retain body camera recordings for specified timeframe; provides for future legislative review & repeal of exemption; provides statement of public necessity; directs Division of Library & Information Services of DOS to adopt specified retention requirement for certain body camera recordings by specified date. Effective Date: on the same date that HB 509 or similar legislation takes effect

Current Committee of Reference: No Current Committee

HB 0521 **Fines for Violations Detected by Traffic Infraction Detectors** by Yeager

Fines for Violations Detected by Traffic Infraction Detectors: Authorizes county or municipality to issue fine for certain violations detected through use of traffic infraction detector; requires fine to be accompanied by certain photograph or image. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

HB 0535 **Candidate Qualifying** by Benarroch

Candidate Qualifying: Requires certain candidates to provide filing officer statement disclosing dual citizenship for nomination & election to federal, state, county, multicounty, district, or judicial office or to district school board. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0543 **Transportation** by McFarland

Transportation: Requires DOT to increase minimum perception-reaction time for steady yellow signals at certain intersections by specified amount of time; requires certain seaports to submit annual report describing measures taken to support commercial space launch industry to chair of Space Florida board of directors beginning on specified date; requires seaport to post such report on its website; prohibits certain seaports from converting planned or existing land, facilities, or infrastructure that supports cargo purposes unless specified conditions are met; requires legislative approval for use of state funds for specified projects; authorizes private entity to install automated license plate recognition system for use on certain property for specified purpose & provides requirements therefor; authorizes county or municipality to set lower maximum speed limit under certain conditions; authorizes vehicles displaying disabled parking permits to occupy more than one parking space under specified conditions; prohibits such vehicles from being cited, penalized, or towed under specified circumstances; provides requirements for property owners & towing operators; requires certain motor vehicles to be equipped with & maintain exhaust system to prevent excessive or unusual noise; prohibits such system from allowing excessive or unusual noise that is audible at specified distance from vehicle; authorizes certain golf carts to be titled & registered for operation on certain roads without inspection by DOT & provides requirements therefor; provides that use of license plate frame or decorative border device is not prohibited under specified conditions; provides requirements for electronic credentialing system; authorizes DOT to make direct payments to certain subcontractors under specified conditions; requires DOT to adopt rules; provides requirements for takeover agreement. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 0548 **Growth Management** by McClain

Growth Management; Providing requirements for coordination mechanisms that are required for certain agreements required as part of the intergovernmental coordination element of a comprehensive plan; requiring that certain interlocal agreements use a plan-based methodology for a certain purpose; requiring that certain capacity standards be specified in a certain impact fee study; requiring that a demonstrated-need study be accompanied by a certain declaration; prohibiting local governments, school districts, and special districts from using certain data for a specified purpose, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0550 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Proposing amendments to the State Constitution to prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0552 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Conforming provisions to proposed amendments made to the State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities; repealing a provision relating to the property appraiser's assessments and effect of determinations by value adjustment boards; repealing a provision relating to extending the date for filing tangible personal property tax returns; repealing a provision relating to tax returns to show all exemptions and claims, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 550 or a similar joint

resolution having substantially the same specified intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

HB 0555 **Local Licensing of Home Caregivers** by Skidmore

Local Licensing of Home Caregivers: Authorizes counties & municipalities to license home caregivers within their jurisdictions. Effective Date: July 1, 2026

Current Committee of Reference: House Health Care Facilities & Systems Subcommittee

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SB 0558 **Standards for Stormwater Systems** by Burgess

Standards for Stormwater Systems; Requiring stormwater systems owned by counties and municipalities, respectively, to comply with specified Department of Transportation standards; providing inspection requirements for such systems; specifying that certain local standards are superseded, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 0575 **Auxiliary Containers** by Weinberger

Auxiliary Containers: Defines "auxiliary container" and "single-use"; removes obsolete provisions; preempting regulation of auxiliary containers to state; provides exceptions; requires DEP to develop uniform ordinance for use and disposition of single-use, nonrecyclable auxiliary containers; provides requirements for development of such ordinance; requires that sale or distribution of single-use plastic auxiliary containers on lands managed by Division of Recreation & Parks of DEP be eliminated to greatest extent possible; prohibits use, sale, or distribution of certain single-use auxiliary containers on such lands; requires department to develop and make available on its website statewide Marine Debris Reduction Plan; provides requirements for such plan; removes s. 500.90, F.S., relating to regulation of polystyrene products preempted to DACS. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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SB 0576 **Local Government Cybersecurity** by Harrell

Local Government Cybersecurity; Creating the Local Government Cybersecurity Protection Program within the Florida Digital Service; requiring the grant program to be administered by the Florida Digital Service; requiring the Florida Digital Service to enter into certain data-sharing agreements with local governments for a specified purpose; requiring the Florida Digital Service to contract for information technology commodities and services and award such commodities and services to local governments, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations

SB 0580 **Local Licensing of Home Caregivers** by Harrell

Local Licensing of Home Caregivers; Authorizing counties and municipalities to license home caregivers within their jurisdictions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Health Policy

SB 0588 **Local Government Enforcement Actions** by McClain

Local Government Enforcement Actions; Prohibiting certain enforcement actions by counties, municipalities, and special districts, respectively; defining the term “enforcement action”; requiring counties, municipalities, and special districts, respectively, to establish and maintain rules; authorizing

filing of legal action and providing legal remedies in certain circumstances, etc. Effective Date: October 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0589 **Onsite Sewage Treatment and Disposal System Permits** by Nix, Jr.

Onsite Sewage Treatment and Disposal System Permits: Prohibits municipality or political subdivision of state from requiring owners & builders of certain residences to receive construction permits from DEP as condition of issuing building or plumbing permits; requires such owners & builders to provide certain proof to municipality or political subdivision. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0594 **Local Housing Assistance Plans** by Burton

Local Housing Assistance Plans; Authorizing counties and eligible municipalities to expend certain funds on lot rental assistance for mobile home owners for a specified time period; requiring each county and eligible municipality to include in its local housing assistance plan certain strategies; authorizing counties and eligible municipalities to provide certain funds to mobile home owners for rehabilitation and emergency repairs, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0602 **Watercraft Restrictions Based on Energy Source** by Bernard

Watercraft Restrictions Based on Energy Source; Providing an exception to the prohibition on state agencies, governmental authorities, and local governments restricting the use or sale of watercraft based on the energy source used to power the watercraft if such watercraft is used on certain bodies of water, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

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HB 0607 **Industries and Professional Activities** by Yarkosky

Industries and Professional Activities: Renames, removes, & redesignates specified boards, commissions, and councils established within DBPR; changes office locations of certain divisions; specifies that certain license application requirements apply only to certain professions; provides licensing authority to department rather than licensing boards; removes postlicensure education requirements for brokers, broker associates, and sales associates; removes continuing education requirements for licensure renewal as broker, broker associate, and sales associate; removes continuing education requirements for licensure renewal due to inactive status; revises provisions pertaining to board to transfer powers, duties, and responsibilities of board to DBPR; granting certain authority to department, rather than Florida Real Estate Appraisal Board; requires department to adopt rules; revises violations for which retail tobacco products dealers are penalized; revises retail nicotine product dealer administrative penalties; requires FDLE to accept and process certain fingerprints; specifies procedures for submitting and processing fingerprinting; requires department to conduct certain background checks. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0610 **Residential Swimming Pool Requirements** by Smith

Residential Swimming Pool Requirements; Requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool safety requirements; requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool barrier requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

HB 0611 **Landscape Irrigation** by Cobb

Landscape Irrigation: Prohibits certain actions regarding landscape irrigation systems unless such actions are taken by licensed irrigation contractors or property owners; authorizes local governments or water management districts to adopt certain requirements for property owners who install such systems; provides requirements for permits, plans, equipment & capacity, maintenance, & water schedules relating to such systems; provides fines & penalties; prohibits local governments from adopting or enforcing certain laws, rules, or regulations; authorizes DEP to adopt rules; revises membership of Construction Industry Licensing Board. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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SB 0620 **Candidate Qualifying** by Mayfield

Candidate Qualifying; Requiring certain candidates to provide the filing officer a statement disclosing dual citizenship for nomination and election to federal, state, county, multicounty, district, or judicial office or to a district school board, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0629 **Regulation of Auxiliary Containers** by Esposito

Regulation of Auxiliary Containers: Preempts regulation of auxiliary containers to state; authorizes rules, regulations, & ordinances restricting use of glass auxiliary containers within boundaries of public beach or state park; authorizes Division of Recreation & Parks to regulate auxiliary containers within state parks. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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HB 0635 **Cybersecurity Standards and Liability** by Giallombardo

Cybersecurity Standards and Liability: Prohibits local governments from imposing certain cybersecurity standards or processes on vendors; defines "vendor"; prohibits local governments from adopting or enforcing certain cybersecurity standards or processes; provides that local government, covered entity, or third-party agent that complies with certain requirements is not liable in connection with cybersecurity incident; requires covered entities & third-party agents to implement revised frameworks, standards, laws, or regulations. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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SB 0650 **Local Business Taxes** by Bernard

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain counties to continue to impose a business tax; authorizing such counties to revise the definition of the term “merchant” in a specified manner; prohibiting such counties from revising a specified tax rate, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 0654 **Traffic Infraction Enforcement** by DiCeglie

Traffic Infraction Enforcement; Revising the periods during which a county or municipality may enforce school zone speed limits, and the violations for which such enforcement is authorized, through the use of a speed detection system; prohibiting the use of a traffic infraction detector for remote surveillance; requiring district school board authorization and a public hearing process before a school district may place or install, or contract with a vendor to install, operate, and maintain, school bus infraction detection systems; revising the periods for which a county or municipality may authorize a traffic infraction enforcement officer to issue certain uniform traffic citations, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 0675 **Affordable Housing** by Driskell

Affordable Housing: Revises upwards length of time that certain rental units must remain affordable in order to qualify for specified zoning variance; requires certain incentives be used for construction of affordable housing; revises downward maximum median income used to determine eligibility for certain tax incentives; specifies that certain taxes do not apply to first-time homebuyers. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0692 **Cybersecurity Standards and Liability** by Leek

Cybersecurity Standards and Liability; Prohibiting local governments from imposing certain cybersecurity standards or processes on vendors; providing that a local government, a covered entity, or a third-party agent that complies with certain requirements is not liable in connection with a cybersecurity incident under certain circumstances; requiring covered entities and third-party agents to implement revised frameworks, standards, laws, or regulations within a specified timeframe in order to retain protection from liability, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Appropriations

SB 0698 **Onsite Sewage Treatment and Disposal System Permits** by Martin

Onsite Sewage Treatment and Disposal System Permits; Prohibiting a municipality or political subdivision of the state from requiring owners and builders of certain residences to receive construction permits from the Department of Environmental Protection as a condition of issuing building or plumbing permits; requiring such owners and builders to provide certain proof to the municipality or political subdivision, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: Senate Rules

SB 0718 **Water Management** by McClain

Water Management; Prohibiting counties and municipalities from adopting laws, regulations, rules, or policies relating to water quality or quantity, pollution control, pollutant discharge prevention or removal, or wetlands; preempting such regulation to the state; repealing a provision relating to land management review teams, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Environment and Natural Resources

SB 0750 **Alternative Plans Review and Building Inspection** by DiCeglie

Alternative Plans Review and Building Inspection; Deleting a provision authorizing a local government to charge an administrative fee when an owner or contractor retains a private provider for purposes of plans review or building inspection services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0752 **Taxation of First-time Buyers** by DiCeglie

Taxation of First-time Buyers; Specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers; defining the term “first-time homebuyer”; specifying that documentary stamp taxes do not apply to certain documents executed by a first-time homebuyer in connection with the purchase of a principal residence, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0756 **Affordable Housing** by Davis

Affordable Housing; Increasing the length of time that certain rental units must remain affordable in order to qualify for a specified zoning variance; requiring that certain incentives be used for the construction of affordable housing; decreasing the maximum median income used to determine eligibility for certain tax incentives; specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0766 **Waste Management** by Martin

Waste Management; Deleting obsolete provisions that provide legislative findings and require the Department of Environmental Protection to review and update a specified report; preempting the regulation of auxiliary containers to the state; permitting rules, regulations, or ordinances restricting the use of glass auxiliary containers within the boundaries of a public beach; authorizing the Division of Recreation and Parks to regulate auxiliary containers within state parks; specifying that certain local ordinances and restrictions are permitted, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

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HB 0773 **Municipal Utilities** by Brackett

Municipal Utilities: Authorizes municipality to transfer portion of its public utility earnings to its general fund; requires that such percentages be established or reestablished by local referendum, subject to majority vote; provides exception to percentage restrictions in event of disaster or emergency; authorizes such percentages to be established by passage of resolution, by four-fifths vote; requires such percentages to be repaid to general fund within specified time period; prohibits municipality from transferring portion of its public utility earnings in certain instances; prohibits ability of municipality to receive certain state funds if such prohibited transfer is effected; requires specified disclosure in budget & financial report of municipality. Effective Date: July 1, 2026

Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 0803 **Building Permits and Inspections** by Trabulsy

Building Permits and Inspection: Provides for expiration of certain building permits issued by county & local government; prohibits DBPR from denying building permit for certain residential manufactured buildings; provides that under certain circumstances certain persons are not subject to discipline for performing job without applicable permits & inspections; prohibits local governments from requiring building permit for installation of certain walls or barriers; revises provisions relating to building code inspection services provided by private provider & private provider firms, including permit & administrative fees, responsibilities of private providers, permitting & inspection documents & reports, timeframes for issuing permits & notices, authority of local building official, notices of incomplete forms, authority of private providers acting as local building official, emergency inspection services, creation of uniform forms, audits, immunity, civil causes of action, posting of permits on specified websites, & adoption of specified registration system; requires Florida Building Commission to develop uniform commercial & residential building permit applications; provides permit requirements for backup power systems & distributed energy generation systems; prohibits association or certain committees from requiring building permit as prerequisite for certain review. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0840 **Land Use Regulations for Local Governments Affected by Natural Disasters** by DiCeglie

Land Use Regulations for Local Governments Affected by Natural Disasters; Prohibiting impacted local governments from enforcing certain moratoriums, requiring the repair or reconstruction of certain improvements to meet certain requirements, or enforcing changes to specified procedures; revising circumstances under which impacted local governments may enforce certain amendments, site plans,

development permits, or development orders; deleting provisions related to filing suit against an impacted local government for injunctive relief, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 0852 **Food Insecure Areas** by Jones

Food Insecure Areas; Authorizing a local government to enact land development regulations to permit land use for a small-footprint grocery store located in a food insecure area; authorizing a local government to include in its comprehensive plan a provision permitting land use for a small-footprint grocery store located in a food insecure area, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0853 **Mobile Home Park Regulations** by Long

Mobile Home Park Regulations: Authorizes counties & municipalities to adopt & enforce local laws, codes, or ordinances relating to mobile home park lot tenancies; authorizes code enforcement officer to cite certain violations to mobile home park owner or mobile home owner; revises obligations & responsibilities of mobile home park owner; revises obligations & responsibilities of mobile home owner; removes provision that mobile home owner is responsible for certain fines; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to bring civil proceeding against mobile home park owner or mobile home lot. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 0865 **Local Regulation of Drinking Straws and Stirrers** by Blanco

Local Regulation of Drinking Straws and Stirrers: Prohibits local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; provides requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers. Effective Date: upon becoming a law

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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HB 0903 **Assessed Value of Nonhomestead Property** by Grow

Assessed Value of Nonhomestead Property: Proposes State Constitutional amendment reducing maximum percentage assessed value of nonhomestead properties may increase annually.

Current Committee of Reference: House Ways & Means Committee

SB 0910 **Parking on Public Property** by Mayfield

Parking on Public Property; Defining the terms “public property” and “publicly owned buildings or facilities”; requiring local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; prohibiting certain vehicles from being towed or issued a traffic citation for a specified time period after being parked on specified public property; prohibiting local governments from allowing private business entities or enterprises to use specified public property for private parking purposes for a fee; providing construction, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Transportation

HB 0927 **Local Land Planning and Development** by Sapp

Local Land Planning and Development: Requires governing body of local government, by specified date, to create program that authorizes applicant to use qualified contractor to conduct preapplication review of application; requires development services office of local government to establish registry of

specified number of qualified contractors to conduct preapplication reviews; authorizes development services office of local government to register more or less than specified number of qualified contractors; specifies requirements for payment to qualified contractor; requires local government to reduce any application fee by certain amount if applicant uses qualified contractor for preapplication review; requires local government to conduct preapplication review within specified timeframes; prohibits qualified contractor from conducting preapplication review; requires qualified contractor to determine if application is in compliance with specified regulations; provides duties of qualified contractors and development services office; provides that inconsistent local provisions are preempted, void, & unenforceable; provides disciplinary guidelines; authorizes local government to audit work of qualified contractors; prohibits award of attorney fees, costs, or damages; prohibits local governments from creating, establishing, or applying specified additional regulations for approval of final plat; provides requirements for local governments and governing body of certain local governments & counties; authorizes local government to waive certain bonding requirements. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0940 **Municipal Water and Sewer Utility Rates, Fees, and Charges** by McClain

Municipal Water and Sewer Utility Rates, Fees, and Charges; Deleting a limitation on the amount of rates, fees, and charges municipal water and sewer utilities are authorized to impose on consumers for such services outside the boundaries of the municipality; providing for the continuance and phase out of certain bond covenant surcharges; requiring municipalities operating such utilities to submit a specified rate study every 7 years to the Department of Environmental Protection which evaluates certain information, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 0948 **Local Government Land Development Regulations and Orders** by McClain

Local Government Land Development Regulations and Orders; Requiring counties and municipalities, respectively, to follow certain application procedures for applications for certain development permits and development orders; creating the “Florida Starter Homes Act” for a specified purpose; prohibiting local governments from imposing regulations governing residential lots unless such regulations meet specified requirements; prohibiting local governments from imposing certain regulations if a residential lot is connected to a public water system and a sewerage system; requiring the permitting as of right of an off-site constructed residential dwelling in certain zoning districts, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

HB 0957 **Deferred and Unpaid Taxes** by Long

Deferred and Unpaid Taxes: Limits specified tax deferral to properties with just value of $1 million or less; increases minimum value of tax certificate that may be sold at public auction or by electronic sale. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0958 **Local Regulation of Drinking Straws and Stirrers** by Bradley

Local Regulation of Drinking Straws and Stirrers; Prohibiting local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; providing requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Community Affairs

HB 0967 **Electronic Payments Made to Units of Local Governments** by Buchanan

Electronic Payments Made to Units of Local Governments: Revises legislative intent; requires units of local government to accept certain forms of payments; requires such local governments accept payments online. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0968 **Home Backup Power Systems** by McClain

Home Backup Power Systems; Prohibiting a local government from adopting a technical amendment to the Florida Building Code which requires a permit or any functionally equivalent local review or approval for certain backup power systems; prohibiting a local government that issues building permits from requiring an owner of a single-family dwelling or such owner's contractor to obtain a building permit to perform work on the single-family lot valued at less than a specified sum; prohibiting a local enforcement agency from requiring a permit or any functionally equivalent local review or approval for the installation, relocation, replacement, or repair of an eligible residential backup power system; defining the term "backup power system", etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0979 **Infill Redevelopment** by Borrero

Infill Redevelopment : Requires local government to permit development of certain qualifying parcels up to certain density & intensity; requires developers of qualifying parcels to maintain specified buffer between new developments & single-family homes & townhouses; requires developers of qualifying parcels to establish that certain recreational facilities & areas reserved for recreational use have not been in operation or use for certain timeframe, to pay double parks & recreational facilities impact fees, & to provide written notice to certain property owners; requires property owners who receive such written notice to exercise option to purchase certain parcels or portions thereof within specified timeframe or forfeit option; requires development on qualifying parcels to meet concurrency requirements. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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SB 0998 **Department of Commerce** by Yarborough

Department of Commerce; Repealing provisions relating to the Florida Small Cities Community Development Block Grant Program Act; providing an exemption for certain conveyances of state lands to certain federal agencies which revert to the Board of Trustees of the Internal Improvement Trust Fund if such land is not used for its intended purposes as a military installation buffer or if the military installation closes; requiring employers who are required to use the E-Verify system to verify a new employee's employment eligibility to maintain an E-Verify case result for each employee which shows that the employee is authorized to work; requiring the department to provide an employer knowingly employing an unauthorized alien with a written determination, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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HB 1001 **Official Actions of Local Governments** by Black

Official Actions of Local Governments: Prohibits counties & municipalities, respectively, from funding or promoting or taking official action relating to diversity, equity, & inclusion; prohibits counties & municipalities, respectively, from expending funds for diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers; provides that county commissioner, member of governing body of municipality, or any other county or municipal official who, while exercising his or her official authority, willfully violates certain provisions commits misfeasance or malfeasance in office; requires potential recipients of county or municipal contracts or grants to make certain certification to county or municipality before being awarded such contract or grant. Effective Date: January 1, 2027

Current Committee of Reference: House Commerce Committee

HB 1007 **Hyperscale Data Centers** by Griffitts Jr.

Hyperscale Data Centers: Provides that hyperscale data centers are prohibited use on or after date certain for specified land use categories in local in comprehensive plans & agricultural zoning districts within unincorporated areas; prohibits utilities, in fixing rates for hyperscale data centers, from collecting certain impact fees; requires permit applications for consumptive use of water relating to hyperscale data centers to contain specified disclosure; prohibits construction & operation of hyperscale data centers on specified lands & water on or after date certain; provides for hearing requirement before construction & operation of hyperscale data centers; requires governing body of local government that approves construction & operation of hyperscale data center to request, in concurrence with specified board, approval; provides for concurrence hearing requirements; prohibits construction of hyperscale data center if board does not approve concurrence request at such hearing. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

SB 1014 **Provision of Municipal Utility Service to Owners Outside the Municipal Limits** by Mayfield

Provision of Municipal Utility Service to Owners Outside the Municipal Limits; Prohibiting a municipal utility from declining to extend service to properties outside its corporate limits under certain circumstances; requiring a municipal utility to expand its service to an owner who makes such a request under certain circumstances, subject to the utility's service requirements; requiring the municipal utility to make a determination within a specified timeframe and provide such determination to the owner in writing; requiring the municipal utility to provide the owner with specified information and to connect properties in a timely manner; authorizing a municipal utility to establish minimum application filing requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 1018 **Deferred Compensation Plans for Public Employees** by Truenow

Deferred Compensation Plans for Public Employees; Citing this act as the "Deferred Compensation Automatic Enrollment Act'; authorizing the inclusion of an automatic enrollment arrangement in a government employee's deferred compensation plan; requiring that the automatic enrollment arrangement provide employees the ability to make certain elections regarding contributions; requiring that the plan provide for a default investment into which contributions must be placed under a specified circumstance; authorizing counties, municipalities, political subdivisions, and constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

HB 1049 **Building Permit Requirements** by Esposito

Building Permit Requirements: Provides that certain residential manufactured buildings may not be denied building permit for placement of such building; prohibits local government from adopting certain technical amendments to FBC; prohibits local enforcement agency from requiring building permit for work valued at specified amount; prohibits project from being divided into multiple projects; requires building permit for certain work regardless of value of work; requires contractor to maintain certain written records; prohibits local enforcement agency from requiring building permit for specified work on backup power system installed by certain persons or entities; requires local enforcement agencies to establish specified process to submit certain notice before installation of backup power system; prohibits local governments from adopting or enforcing certain ordinances, rules, or other measures; authorizes local enforcement agency to conduct one inspection, either in person or virtually; authorizes use of private provider for certain inspections; requires local enforcement agency to provide certain persons written notice of correction; authorizes stop-work order under specific circumstances; requires local enforcement agency to offer reinspection date within certain time period; provides that private provider inspection report constitutes acceptance; prohibits local enforcement agency from withholding or revoking certificate of occupancy based solely on failed inspection report. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

HB 1085 **Local Government Cyber Security** by Miller

Local Government Cyber Security: Creates Local Government Cybersecurity Protection Program within Florida State University, to be administered by Florida State University; requires Florida State University to enter into certain data-sharing agreements with local governments & Florida Digital Service for specified purpose; requires Florida State University to administer grant program based on specified criteria to provide information technology commodities & services to local governments for specified purpose; requires Florida State University to contract for information technology commodities & services & award such commodities & services to local governments; requires grants to be annually awarded by date certain; authorizes Florida State University to apply for & accept certain funds or grants. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

HB 1089 **Waste Facilities** by Bartleman

Waste Facilities: Prohibits local government & DEP from issuing construction permit for certain solid waste disposal & waste-to-energy facilities under certain circumstances. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

HB 1125 **Local Government Salaries and Benefits** by Giallombardo

Local Government Salaries and Benefits: Revises requirements for board of county commissioners salary formula to apply to noncharter counties; provides for determination of salaries of members of boards of county commissioners of certain counties; requires referendum for board of county commissioners to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by county; requires referendum for governing body of municipality to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by municipality; requires referendum for governing body of special district to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by special district. Effective Date: October 1, 2026 **Current Committee of Reference:** House Intergovernmental Affairs Subcommittee

SB 1134 **Official Actions of Local Governments** by Yarborough

Official Actions of Local Governments; Prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

SB 1138 **Qualified Contractors** by Massullo, Jr.

Qualified Contractors; Requiring the governing body of a local government, by a specified date, to create a program that authorizes an applicant to use a qualified contractor to conduct a preapplication review of an application; requiring the development services office of a local government to establish a registry of a specified number of qualified contractors to conduct preapplication reviews; authorizing an applicant to use a qualified contractor from the registry, at the expense of the local government, if the local government fails to process the application in the required time under certain conditions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 1139 **Impact Fees** by Gentry

Impact Fees: Provides requirements for coordination mechanisms that are required for certain agreements required as part of intergovernmental coordination element of comprehensive plan; requires that plan-based methodology used for certain interlocal agreements be consistent with certain comprehensive plan requirements; requires that demonstrated-need study use plan-based methodology; prohibits local governments, school districts, & special districts from including certain deductions in certain impact fee increases & from increasing impact fee rates beyond certain phase-in limitations by more than specified percentage; provides that prevailing petitioner is entitled to impact fee overpayment refund, with interest; provides that certain prevailing petitioners are entitled to reasonable attorney fees & costs. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 1143 **Local Government Land Development Regulations and Orders** by Nix, Jr.

Local Government Land Development Regulations and Orders: Requires certain counties & municipalities, respectively, to follow certain application procedures for applications for certain development permits & development orders; creates "Florida Starter Homes Act"; prohibits local governments from imposing certain regulations if residential lot is connected to public water system & sewerage system; prohibits local government from imposing regulations that require more than certain minimum number of parking spaces for specified residential lots; prohibits local government from imposing certain regulations on residential lots that contain historic property; prohibits local government from treating off-site constructed residential dwellings differently than factory-built buildings; authorizes local government to adopt compatibility standards that are limited to certain architectural features; requires approval of lot split; limits criteria that may be required by local governments for applications for & approvals of lot splits; authorizes placement of residential manufactured building on any lot in recreational vehicle park. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

HB 1151 **Health Care Autonomy** by Driskell

Health Care Autonomy: Establishes fundamental right to reproductive health care; provides that every individual has fundamental right to make autonomous decisions about individual's own reproductive health; provides that individuals who become pregnant have fundamental right to make certain decisions in exercise of such right; prohibits state from denying or interfering with individual's right to access reproductive health care; prohibits state & local law enforcement agencies & officials from harassing or discriminating against individual for providing or obtaining reproductive health care or assisting another person in doing so; prohibits such state & local entities from penalizing, prosecuting, or otherwise taking adverse action against individual for exercising specified rights, or against individual for assisting another in exercising such rights; provides individuals with immunity from civil liability for exercising specified rights or aiding or assisting another in exercising such rights; provides that fertilized egg, embryo, or fetus does not have independent rights under laws of this state; prohibits local units of government from regulating individual's ability to exercise right to reproductive health care in manner more restrictive than that set forth in specified provisions. Effective Date: effect upon becoming a law

Current Committee of Reference: House Health Professions & Programs Subcommittee

HB 1169 **Enforcement of the Florida Building Code** by Tramont

Enforcement of the Florida Building Code: Removes authority of local government to use excess funds to pay for construction of certain buildings or structures; provides that local government is not eligible to receive state funds if it has been subject to legislative committee's audit within specified timeframe or if it fails to submit specified affirmation to legislative delegation; requires each legislative committee to report such local governments to presiding officers & chairs of legislative appropriations committees. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

HB 1183 **Transportation Infrastructure Land Development Regulations** by Cross

Transportation Infrastructure Land Development Regulations: Requires governing body of county or municipality to adopt ordinance, & governing body of special district to adopt resolution, establishing specified transit-oriented development (TOD) zones & rural livable urban village (LUV) areas; requires local government to zone for mixed use, & authorize certain commercial uses for, lots within TOD zones & rural LUV areas; prohibits local government from imposing certain building regulations in specified TOD zones & rural LUV areas; prohibits reduction or elimination of TOD zones after establishment; prohibits local government from imposing certain regulations for lots that contain historic property; provides private cause of action; authorizes award of specified relief; provides that prevailing plaintiff is entitled to attorney fees & costs; provides waiver of sovereign immunity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1196 **Waste Facilities** by Sharief

Waste Facilities; Prohibiting a local government or the Department of Environmental Protection, respectively, from issuing a construction permit for certain solid waste disposal and waste-to-energy facilities under certain circumstances, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 1217 **Prohibited Governmental Policies Regulating Greenhouse Gas Emissions** by Snyder

Prohibited Governmental Policies Regulating Greenhouse Gas Emissions: Prohibits governmental entities from adopting certain net zero policies; prohibits governmental entities from using government funds in any manner that supports, implements, or advances certain net zero policies; prohibits governmental entities from imposing tax, fee, penalty, charge, offset, or assessment to advance certain net zero policies; requires each governmental entity to annually submit to Department of Revenue certain affidavit; prohibits governmental entities from implementing, administering, or enforcing certain programs. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 1220 **Transportation** by Massullo, Jr.

Transportation; Providing requirements for an infrastructure development and improvement component included in a port's strategic plan; requiring the Department of Transportation to coordinate with the Department of Commerce, specified ports, and the Federal Government for a certain purpose; prohibiting counties and municipalities from enacting, imposing, levying, collecting, or enforcing certain operating fees and advertising regulations; authorizing certain rental trucks to elect a permanent registration period; revising duties of the Department of Transportation relating to airport systems in this state, etc. APPROPRIATION: $300,000 Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations

HB 1227 **Preemption to the State** by Oliver

Preemption to the State: Prohibits counties, municipalities, & special districts, respectively, from substantially burdening free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibits local enforcement agency from denying issuance of certificate of occupancy to owner of residential or commercial property based on noncompliance with Florida-friendly landscaping ordinances; prohibits local enforcement agency from denying issuance of building permit for alteration, modification, or repair of single-family residential structure; prohibits local enforcement agency from requiring building permit for construction of playground equipment or fence on certain property; prohibits local governments from adopting or enforcing certain ordinances, regulations, resolutions, rules, charter provisions, or other policies or from taking any action to license or otherwise regulate mutual benefit corporations; revises criteria for business to be considered home-based business as it relates to local government regulation of parking. Effective Date: upon becoming a law

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1234 **Building Permits and Inspections** by DiCeglie

Building Permits and Inspections; Providing for expiration of certain building permits issued by a county after a specified timeframe; providing construction; requiring the Florida Building Commission to modify the Florida Building Code to exempt from building permit requirements the installation of certain walls or barriers; providing for expiration of certain building permits issued by a local government after a specified timeframe; requiring certain services to be subject to an agreement, rather than a written contract; requiring the Department of Business and Professional Regulation to maintain a statewide registry of licensed persons and business organizations qualified to act as private providers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 1251 **Expenditure of Public Funds by Local Governments** by Shoaf

Expenditure of Public Funds by Local Governments: Prohibits local governments from expending public funds for specified purposes; prohibits acceptance of public funds from local governments for lobbying; authorizes filing of complaints with Commission on Ethics alleging violations; requires commission to investigate & provide report of its findings to certain entities; requires commission to adopt rules. Effective Date: July 1, 2026

Current Committee of Reference: House Rules & Ethics Committee

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HB 1275 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Proposes amendment to State Constitution to prohibit levying of ad valorem taxes on tangible personal property by certain entities.

Current Committee of Reference: House Ways & Means Committee

HB 1277 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Conforms provisions to proposed amendments made to State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, & municipalities; removes provisions relating to property appraiser's assessments & effect of determinations by value adjustment boards; repeals provisions relating to extending date for filing tangible personal property tax returns; repeals provisions relating to erroneous returns & estimates of assessment when no return is filed; repeals provisions relating to tax returns to show all exemptions & claims; repeals provisions relating to exemption of renewable energy source devices; repeals provisions relating to exemption for tangible personal property; repeals provisions relating to uncollectible personal property taxes & correction of tax roll; repeals provisions relating to attachment of tangible personal property in case of removal; provides transitional provision. Effective Date: on the effective date of the amendment to the State Constitution proposed by HJR 1275 or a similar joint resolution having substantially the same specified intent and purpose

Current Committee of Reference: House Ways & Means Committee

HB 1303 **Department of Financial Services** by Miller

Department of Financial Services: Establishes Florida Agency for Fiscal Oversight within DFS; provides purpose & duties of agency; requires agency to conduct audit of certain local governments; authorizes agency to request certain information; provides penalties for noncompliance with such request; removes requirement that specified hotline be operated for certain amount of time each day; removes requirement that hotline be advertised in specified manner; requires specified employees to take certain training annually; requires first training be completed by specified deadline; requires certain employees who report information to Florida Agency for Fiscal Accountability be afforded same protection as whistle-blowers; prohibits local governments from executing certain documents with specified

provisions; provides that such contracts are void; requires local governments submit certain report to DFS; requires counties to use certain contract tracking system. Effective Date: July 1, 2026

Current Committee of Reference: House Insurance & Banking Subcommittee

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HB 1307 **Unauthorized Aliens** by Jacques

Unauthorized Aliens: Prohibits unauthorized aliens from receiving certain licensing or certification, financial assistance, & claim reimbursement; requires certain procedures, instruction, & testing to be conducted in English; prohibits alternate language accommodations; requires employers & licensees to verify employment eligibility & citizenship status, respectively, before taking certain actions; provides civil cause of action & criminal penalty; provides penalties; authorizes certain complaints; requires Office of Financial Regulation to conduct random audits; creates rebuttable presumption against unauthorized out-of-state drivers; provides exemptions & standard of proof; provides requirements for law enforcement officers, DHSMV, insurers, & OIR; provides administrative penalties; authorizes private cause of action; prohibits certain financial institutions from accepting certain forms of personal identification. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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HB 1329 **Local Government Spending** by Benarroch

Local Government Spending: Revises length of time tentative budgets & final budgets must be posted on county, municipality, & special district websites; requires county budget officer & governing body of municipality to perform certain exercise before final adoption of budget; revises length of time public hearing for amendment to county budget must be advertised; revises length of time adopted amendment must be posted on county, municipality, & special district websites; requires posting of proposed amendment to meet certain requirements. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 1342 **Transportation Infrastructure Land Development Regulations** by Rouson

Transportation Infrastructure Land Development Regulations; Creating the “Transit-Oriented Development Act” for a specified purpose; requiring the governing body of a county or municipality to adopt an ordinance, and the governing body of a special district to adopt a resolution, establishing specified transit-oriented development (TOD) zones by a certain date; prohibiting a local government from imposing certain regulations in specified TOD zones; providing a private cause of action for certain property owners and housing organizations; encouraging public transit providers and public agencies to develop land within specified TOD zones, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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SB 1366 **Claims Against the Government** by Brodeur

Claims Against the Government; Increasing the statutory limits on the liability of the state and its agencies and subdivisions for tort claims; requiring the Department of Financial Services, beginning on a specified date and every 5 years thereafter, to adjust the limitations of liability for claims; limiting attorney fees based on the amount of funds recovered; authorizing the Legislature to limit attorney fee awards in a claim bill or reserve any portion of the proceeds of a claim bill to the claimant, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Rules

SB 1380 **Unauthorized Aliens** by Martin

Unauthorized Aliens; Prohibiting the Department of Financial Services from issuing a license or certification to unauthorized aliens; authorizing a county to require a borrower to provide proof of being

lawfully present in the United States; authorizing the Division of Risk Management to approve or deny claims relating to a minor who is an unauthorized alien; requiring that certain procedures, instruction, and testing be conducted in English; prohibiting certain entities and corporations from providing down payment assistance to unauthorized aliens, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Banking and Insurance

HB 1389 **Affordable Housing** by Redondo

Affordable Housing: Requires counties & municipalities, respectively, to authorize multifamily & mixeduse residential uses as allowable uses for specified property; requires certain proposed developments to be within specified geographic boundaries; requires certain counties, municipalities, & school districts to be party to application for certain proposed developments; prohibits counties & municipalities, respectively, from restricting height of certain proposed developments in certain manner or requiring setbacks or step-backs that are more restrictive than certain zoning regulations; authorizes applicants for certain proposed developments to notify, by specified date, county or municipality, as applicable, on applicant's intent to proceed under certain provisions of law; requires counties & municipalities to allow certain applicants to submit revised applications, written requests, or notices of intent to account for changes made by act; provides that specified provisions of law relating to proposed developments do not apply to airport zoning regulations unless governing body of airport approves application; prohibits certain discriminatory practices based on financing of development, or proposed development, for affordable housing; waiving state's sovereign immunity for certain causes of action. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

HB 1395 **Artificial Intelligence** by Rizo

Artificial Intelligence: Prohibits governmental entities from extending or renewing contract with specified entities; prohibits governmental entities from taking certain actions relating to contracting for AI technology, software, or products unless certain requirements are met; prohibits governmental entities from entering into contracts for AI technology, software, or products under certain conditions; provides rights of Floridians relating to AI use; requires consent for minors to create new or maintain existing companion chatbot platforms; requires companion chatbot platforms to make certain disclosures & institute certain measures to protect minors; prohibits AI technology companies from selling or disclosing personal information of users unless information is deidentified; prohibits commercial use of individual's name, image, or likeness created through AI without consent; provides for enforcement; provides for civil penalties & damages; provides for private causes of action. Effective Date: July 1, 2026

Current Committee of Reference: House Information Technology Budget & Policy Subcommittee

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HB 1403 **Deferred Compensation Plans for Public Employees** by Salzman

Deferred Compensation Plans for Public Employees: Authorizes inclusion of automatic enrollment arrangement in government employee's deferred compensation plan; requires that automatic enrollment arrangement be established with default contribution rate; authorizes periodic reenrollment of specified government employees; authorizes periodic resetting of contribution rates for specified government employees; requires that automatic enrollment arrangement provide employees ability to make certain elections regarding contributions; requires that plan provide for default investment into which contributions must be placed under specified circumstance; authorizes counties, municipalities, political subdivisions, & constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs; provides that deferred compensation plan of state may adopt automatic enrollment arrangement only upon approval of Legislature; requires that certain deduction of wages or salary of employees be treated in specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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HB 1409 **THC** by Berfield

THC: Provides that marijuana testing laboratory may acquire hemp & hemp extract only from certain businesses; prohibits marijuana testing laboratory from selling, distributing, or transferring hemp or hemp extract from certain businesses; requires marijuana testing laboratory to separate marijuana received from certain entities from hemp or hemp extract received from certain entities; revises requirements for sale & distribution of hemp extract; prohibits businesses or food establishments from possessing hemp or hemp extract products that are attractive to children; prohibits unpermitted business sales, street sales, or festival sales of hemp extract; prohibits business permitted to sell hemp or hemp extract from being located in certain areas; provides requirements for businesses permitted to sell hemp or hemp extract; including THC-infused beverages in list of products prohibited for sale to person under 21 years of age; provides penalty for hemp extract possessed, manufactured, delivered, held, offered for sale, distributed, or sold by certain entities in violation of specified provisions. Effective Date: July 1, 2026

Current Committee of Reference: House Industries & Professional Activities Subcommittee

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HB 1417 **Department of Environmental Protection** by LaMarca

Department of Environmental Protection: Repeals, revises, & creates various provisions relating to Environmental Regulation Commission; central sewer system connections; wastewater treatment systems; aerobic treatment units; basin management action plans; onsite sewage treatment & disposal system reports & permits; air pollution permits & license fees; small community sewer construction grants; wastewater services; & fertilizer inspection fees. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 1420 **Local Utility Revenues** by DiCeglie

Local Utility Revenues; Prohibiting counties and municipalities, respectively, from transferring for specified purposes revenues collected from providing utility services; requiring revenue surpluses to be returned to the ratepayers; requiring county and municipal utilities, respectively, to develop budget forecasts and strategies that meet certain requirements; prohibiting counties and municipalities, respectively, from charging a higher rate or adding a surcharge to certain customers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 1434 **Infill Redevelopment** by Calatayud

Infill Redevelopment; Creating the “Infill Redevelopment Act”; requiring that a local government permit qualifying parcels to be developed with residential uses; prohibiting a local government from using the subdivision process to restrict development in a certain manner; requiring developers of such parcels to pay double the parks and recreation facilities impact fees for a certain purpose and provide certain written notice to property owners; prohibiting a local government from adopting or enforcing certain local laws, ordinances, or regulations, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Rules

SB 1444 **Preemption to the State** by Martin

Preemption to the State; Providing for preemption of all matters relating to the regulation of religious services and gatherings; prohibiting counties, municipalities, and special districts, respectively, from substantially burdening the free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibiting a local enforcement agency from denying the issuance of a certificate of occupancy to an owner of residential or commercial structure based on noncompliance with Florida-friendly landscaping ordinances in certain circumstances; waiving sovereign immunity in accordance with specified laws, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Judiciary

HB 1451 **Utility Services** by Busatta

Utility Services: Requires certain public meetings as condition precedent to effectiveness of new or extended agreement under which municipality will provide specified utility services in other municipalities or unincorporated areas; specifies matters to be addressed at such public meetings; requires such agreements to be written; requires annual public customer meetings; revises provisions relating to permissible rates, fees, & charges imposed by municipal water & sewer utilities on customers located outside municipal boundaries; requires municipalities that provide specified utility services to report certain information by specified date, & annually thereafter, to PSC; requires commission to compile such information & submit report by specified date, & annually thereafter, to Governor & Legislature. Effective Date: July 1, 2027

Current Committee of Reference: House Commerce Committee

HB 1465 **Restrictions on Local Government Regulations After a Hurricane** by Andrade

Restrictions on Local Government Regulations After a Hurricane: Revises circumstances under which certain land use regulations may be enforced; revising persons authorized to bring certain civil actions; requires certain pending applications to be processed in a specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1506 **Civil Litigation** by Yarborough

Civil Litigation; Revising the criteria that the court must consider in determining whether an award of money damages is excessive or inadequate, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 1510 **Department of Environmental Protection** by Massullo, Jr.

Department of Environmental Protection; Deleting provisions creating the Environmental Regulation Commission; requiring that residential properties of a specified size located in a certain area connect to a central sewer system or upgrade to a specified type of nutrient-reducing wastewater treatment system; authorizing remediation plans for certain properties to have certain requirements related to existing conventional onsite sewage treatment and disposal systems; revising legislative findings and intent for the Florida Communities Trust; revising the approval criteria for certain onsite sewage treatment and disposal systems, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

SB 1548 **Affordable Housing** by Calatayud

Affordable Housing; Requiring counties and municipalities, respectively, to authorize certain residential use on property owned by a county, municipality, or school district under certain circumstances; revising the definition of the term “person”; revising a prohibition on discriminatory practices in land use decisions and in permitting of development to include housing that is affordable; waiving the state’s sovereign immunity for certain causes of action based upon housing discrimination, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 1553 **Admissibility of Evidence in Civil Cases** by Brackett

Admissibility of Evidence in Civil Cases : Revises provisions relating to evidence that is admissible to demonstrate past & future medical expenses in personal injury & wrongful death actions.Effective Date: upon becoming a law

Current Committee of Reference: House Judiciary Committee

SB 1558 **Admissible Evidence in Personal Injury or Wrongful Death Actions** by Massullo, Jr.

Admissible Evidence in Personal Injury or Wrongful Death Actions; Providing that evidence admissible in personal injury or wrongful death actions may be used for rebutting, as well as for proving, the amount of certain damages; providing that such evidence may be offered by any party, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

SB 1566 **Local Government Spending** by DiCeglie

Local Government Spending; Citing this act as the "Local Government Financial Transparency and Accountability Act"; requiring counties to reinvest utility service revenues back into a utility for specified purposes; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on county websites; revising the timeframe during which a public hearing for an amendment to a county budget must be advertised; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on municipal or county websites, as applicable, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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SB 1572 **Department of Financial Services** by DiCeglie

Department of Financial Services; Establishing the Florida Agency for Fiscal Oversight within the Department of Financial Services; requiring local governments to notify the agency after authorizing specified referenda; deleting a requirement that a specified hotline be operated for a certain amount of time each day; requiring specified employees to take a certain training annually; requiring that certain employees who report information to the Florida Agency for Fiscal Oversight be afforded the same protection as whistle-blowers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Banking and Insurance

SB 1608 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Prohibiting increases in certain assessed valuations if the just value of the property has decreased since the previous assessment, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1610 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 1610 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Proposing amendments to the State Constitution to prohibit an increase in the value of certain assessments for property with a decreasing just valuation and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 1612 **Electronic Payments Made to Units of Local Governments** by DiCeglie

Electronic Payments Made to Units of Local Governments; Requiring units of local government to accept certain forms of payments; providing an exception; requiring such local governments to accept payments online, etc. Effective Date: 1/1/2027

Current Committee of Reference: Senate Rules

SB 1614 **Florida Building Code** by Leek

Florida Building Code; Revising how a local government is required to spend excess funds; providing that a local government is not eligible to receive state funds through a local funding initiative request if it has been subject to a legislative committee's audit within a specified timeframe or if it fails to submit a certain affirmation to its legislative delegation, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

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SB 1628 **Net-zero Policies by Governmental Entities** by Ávila

Net-zero Policies by Governmental Entities; Prohibiting governmental entities from adopting or requiring the adoption of net-zero policies; prohibiting governmental entities from expending government funds to support, implement, or advance net-zero policies; prohibiting governmental entities from imposing taxes, fees, penalties, charges, offsets, or assessments to advance net-zero policies; prohibiting governmental entities from implementing, administering, or enforcing a program that functions as a cap-and-trade program or has such effect, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 1662 **Prohibited Preferences** by McClain

Prohibited Preferences; Prohibiting executive agencies from using racial or gender set-asides, preferences, or quotas when making certain decisions; revising factors local governments are authorized to consider in making decisions regarding local bids and contracts for public construction works; revising the criteria each agency uses to evaluate professional services; deleting a provision requiring consideration of minority and gender representation when making appointments to the statewide advisory board for the Florida Small Business Development Center Network; deleting provisions requiring that preferences be given to specified entities seeking to attract minority conventions to Florida, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 1724 **Utility Services** by Martin

Utility Services; Requiring that a new agreement, or an extension, renewal, or material amendment of an existing agreement, to provide certain utility services at retail be in writing; requiring that certain public meetings be held as a condition precedent to the effectiveness of a new or extended agreement under which a municipality will provide specified utility services in other municipalities or unincorporated areas; revising provisions relating to permissible rates, fees, and charges imposed by municipal water and sewer utilities on consumers located outside the municipal boundaries; requiring municipalities that provide specified utility services to report certain information by a specified date, and annually thereafter, to the Florida Public Service Commission, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2026

Current Committee of Reference: No Current Committee

SB 1726 **Housing** by Smith

Housing; Citing this act as the "Real Affordable Housing Relief Act"; deleting provisions prohibiting municipalities, counties, or other entities of local government from adopting or maintaining certain laws relating to rent control; authorizing counties and municipalities to create community land bank programs for a certain purpose; providing requirements for the sale of certain property to land banks; providing conditions for the subsequent resale of property acquired by land banks; requiring the Department of Financial Services to adopt a home resiliency grading scale for a specified purpose; creating the Affordable Housing Construction Loan Program for a certain purpose, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 2500 **Appropriations** by Appropriations

Appropriations; Providing moneys for the annual period beginning July 1, 2026, and ending June 30, 2027, and supplemental appropriations for the period ending June 30, 2026, to pay salaries, and other expenses, capital outlay - buildings, and other improvements, and for other specified purposes of the various agencies of state government, etc. APPROPRIATION: $115,025,780,033 Effective Date: Except as otherwise provided herein, this act shall take effect July 1, 2026, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2026, then it shall operate retroactively to July 1, 2026

Current Committee of Reference: No Current Committee

SB 2502 **Implementing the 2026-2027 General Appropriations Act** by Appropriations

Implementing the 2026-2027 General Appropriations Act; Revising the services required to be provided by regional consortium service organizations under certain circumstances; creating the Regional Consortia Service Organization Supplemental Services Program; establishing the Rural Incentive for Professional Educators (RIPE) Program within the Department of Education for a specified purpose; authorizing the Agency for Health Care Administration to submit a budget amendment requesting additional spending authority to implement specified programs and payments, etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2026, or, if this act fails to become a law until after that date, it shall take effect upon becoming a law and shall operate retroactively to July 1, 2026

Current Committee of Reference: No Current Committee

BUC2 **Implementing the 2026-2027 General Appropriations Act** by Budget Committee

PCB BUC 26-02 – Implementing the 2026-2027 General Appropriations Act

Current Committee of Reference: House Budget Committee

BUC1 **General Appropriations Act** by Budget Committee

PCB BUC 26-01 – General Appropriations Act

Current Committee of Reference: House Budget Committee

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IV. *2026.02.27 - The Village of Palmetto Bay Weekly Bill Report*

GRAYROBINSON
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The Village of Palmetto Bay
Ordered by Bill Number

HB 0037 **Removal, Storage, and Cleanup of Electric Vehicles** by Nix, Jr.

Removal, Storage, and Cleanup of Electric Vehicles: Requires counties to establish daily administration fee for proper storage of certain electric vehicles; authorizes municipalities to establish daily administration fee for proper storage of certain electric vehicles; provides maximum amount for such fees; defines "daily administration fee" & "proper storage"; provides that motor vehicle insurers are not required to pay certain costs; provides that reasonable fee for service includes any daily administration fee. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

SB 0044 **Electronic Payment of Public Records Fees** by Rouson

Electronic Payment of Public Records Fees; Requiring an agency subject to ch. 119, F.S., to provide an electronic option for payment of fees associated with a public records request, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

SB 0048 **Housing** by Gaetz

Housing; Defining the term “primary dwelling unit”; requiring local governments to adopt, by a specified date, an ordinance to allow accessory dwelling units to be approved in certain areas; requiring the Office of Program Policy Analysis and Government Accountability to evaluate the efficacy of using mezzanine finance and the potential of tiny homes for specified purposes, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0067 **Reduction of Annual Assessment Increases for Homestead Property** by Holcomb

Reduction of Annual Assessment Increases for Homestead Property: Proposes State Constitutional amendment reducing maximum amount that homestead property’s assessed value may increase annually.

Current Committee of Reference: No Current Committee

HB 0071 **Distribution of Funds to Homestead Property Owners** by Holcomb

Distribution of Funds to Homestead Property Owners: Creates Homestead Property Tax Relief Program within DFS; defines “eligible homesteader”; requires CFO to annually issue warrants of specified amount to certain homestead property owners beginning & ending on specified dates; requires CFO to work with county property appraisers for specified purpose; provides future repeal. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0092 **Employee Protections** by Gaetz

Employee Protections; Providing that public officers, public employees, and local government attorneys commit a breach of the public trust when they initiate adverse personnel actions against employees of an agency or independent contractor under certain circumstances; prohibiting agencies and independent contractors from taking specified actions against employees or certain persons for disclosing certain information to the Commission on Ethics; requiring that information disclosed include specified violations or alleged violations; providing that specified provisions protect employees and persons who submit written complaints to the commission or provide information to an investigator during an investigation of a complaint or referral, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

HB 0101 **Utility Terrain Vehicles** by Gentry

Utility Terrain Vehicles: Authorizes utility terrain vehicle (UTV) to be operated during all hours; authorizes operation of UTVs on certain roadways & on certain parts of State Highway System; authorizes DOT to prohibit use of UTVs under certain circumstances; authorizes persons possessing certain licenses to operate UTV; requires owners or operators of UTV to comply with certain requirements & regulations; authorizes county or municipality to restrict operation of UTVs under certain circumstances; provides civil penalties; requires DHSMV to issue license plate to owner or lessee of vehicle registered as UTV

upon payment of certain taxes & fees; requires that license plates for UTVs comply with specified provisions. Effective Date: January 1, 2027

Current Committee of Reference: House Government Operations Subcommittee

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HB 0103 **Local Business Taxes** by Botana

Local Business Taxes: Repeals provisions related to local business taxes & authorizes certain local governments to continue to impose business taxes under specified conditions. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0105 **Local Government Enforcement Actions** by Brackett

Local Government Enforcement Actions: Prohibits certain enforcement actions by counties & municipalities; authorizes persons or business entities subject to such actions to submit request for review; requires counties & municipalities to review such actions & respond within specified time period; requires counties & municipalities to establish & maintain rules; authorizes filing of legal action & providing legal remedies in certain circumstances; requires that such action be filed within specified time period; provides for certain protections from retaliation; authorizes filing of certain complaints in specified circumstances; provides for preemption. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

SB 0118 **Assessments Levied on Recreational Vehicle Parks** by Truenow

Assessments Levied on Recreational Vehicle Parks; Prohibiting counties, municipalities, and special districts, respectively, from levying certain special assessments against more than a specified square footage amount per recreational vehicle parking space or campsite, etc. Effective Date: Upon becoming a law

Current Committee of Reference: No Current Committee

SB 0122 **Local Business Taxes** by Truenow

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain municipalities to continue to impose a business tax; authorizing such municipalities to revise the definition of the term “merchant” in a specified manner, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

HB 0139 **Adverse Personnel Actions and Ethics Complaints** by Maney

Adverse Personnel Actions and Ethics Complaints: Prohibits agencies & independent contractors from taking specified actions against employees for disclosing certain information to Commission on Ethics; requires that information disclosed include specified violations or alleged violations; requires disclosure of specified information to commission; provides that specified provisions protect employees & persons who submit written complaints to commission or provide information to investigator during investigation of complaint; authorizes certain employees or applicants for employment to file complaints in accordance with specified provisions; authorizes such employees or applicants to pursue specified administrative remedy or civil action within specified timeframe; authorizes local public employees to file complaint with appropriate local governmental authority; specifies requirements for administrative procedures created by local governmental authorities; authorizes such employee to bring civil actions in court of competent jurisdiction under specified conditions; requires specified relief; provides that it is affirmative defense to certain actions that adverse personnel action was predicated on grounds other than exercising of certain protected rights; requires commission to deliver complaints & any amendment thereto to agency conducting certain investigation, upon agency's written request; requires commission to deliver complaints & any amendment thereto to certain persons upon notarized written request.

Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 0145 **Suits Against the Government** by McFarland

Suits Against the Government: Increases statutory limits on liability for tort claims against state & its agencies & subdivisions; authorizes subdivision of state to settle claim in excess of statutory limit without legislative action regardless of insurance coverage limits; prohibits insurance policy from conditioning benefits on enactment of claim bill; specifies that limitations in effect on date claim accrues apply to that claim; revises period within which certain claims must be presented; revises exceptions relating to instituting tort claims against state or agencies or subdivisions; revises period after which failure of certain entities to make final disposition of claim shall be deemed final denial of claim for certain purposes; revises statute of limitations for tort claims against state or agencies or subdivisions & exceptions thereto. Effective Date: October 1, 2026

Current Committee of Reference: No Current Committee

HB 0149 **Maximum Millage Rates for the 2027-2028 Fiscal Year** by Chamberlin

Maximum Millage Rates for the 2027-2028 Fiscal Year: Provides method for determining the maximum county & school millage rates for fiscal year 2027-2028; provides for future repeal. Effective Date: July 1, 2026

Current Committee of Reference: House Select Committee on Property Taxes

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HB 0201 **Elimination of Non-school Property Tax for Homesteads** by Steele

Elimination of Non-school Property Tax for Homesteads: Proposes amendment to State Constitution to exempt homestead property from all ad valorem taxation other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0203 **Elimination of Non-school Property for Homesteads** by Miller

Elimination of Non-school Property for Homesteads: Proposes amendment to State Constitution to make homestead property exempt from all ad valorem taxation other than school district levies beginning in a specified year, to prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, and other first responders, and provide an effective date.

Current Committee of Reference: No Current Committee

HB 0205 **Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older** by Porras

Elimination of Non-School Property Tax for Homesteads for Persons Age 65 or Older: Proposes amendment to State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0207 **Assessed Home Value Homestead Exemption of Non-school Property Tax** by Abbott

Assessed Home Value Homestead Exemption of Non-school Property Tax: Proposes amendment to State Constitution to add a homestead exemption for levies other than school levies equal to 25 percent of the remaining assessed value after applying existing exemptions, provide construction, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House State Affairs Committee

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SB 0208 **Land Use and Development Regulations** by McClain

Land Use and Development Regulations; Requiring that the amount of certain application fees reasonably relate to certain costs; requiring that certain interlocal agreements between school boards and local governments address reasonable access to certain public easements and public rights-ofway; requiring that local government comprehensive plans and land development regulations include factors for assessing the compatibility of certain residential uses; authorizing the placement of certain residential manufactured buildings on any lot in a recreational vehicle park; requiring that an offsite constructed residential dwelling be permitted as of right in certain zoning districts, etc. Effective Date: 1/1 /2027

Current Committee of Reference: No Current Committee

HB 0209 **Property Insurance Relief Homestead Exemption Non-school Property Tax** by Busatta

Property Insurance Relief Homestead Exemption Non-school Property Tax: Proposes amendment to State Constitution to increase by $200,000 the exemption for homestead property from all ad valorem taxation other than school district levies for homestead properties that have property insurance, to prohibit local governments from reducing total funding for first responders, and to provide an effective date. Effective Date: Not Specified

Current Committee of Reference: No Current Committee

HB 0211 **Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax** by Overdorf

Accrued Save-Our-Homes Property Tax Benefit for Non-school Property Tax: Proposes amendment to State Constitution to increase the maximum value of the accrued Save-Our-Homes benefit which may be transferred to a new homestead for all levies other than school district levies, prohibit counties and municipalities from reducing total funding for law enforcement, and provide an effective date.

Current Committee of Reference: House Ways & Means Committee

HB 0213 **Modification of Limitations on Property Assessment Increases** by Griffitts Jr.

Modification of Limitations on Property Assessment Increases: Proposes amendment to State Constitution to modify limitations on assessment increases for both homestead & nonhomestead property, prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, & other first responders, & provide an effective date. Effective Date: January 1, 2027

Current Committee of Reference: No Current Committee

HB 0215 **Ad Valorem Taxation** by Albert

Ad Valorem Taxation: Revises Save-Our-Homes portability benefits available to married persons establishing joint homestead; prohibits increase in prior year’s adopted millage rate from going into effect unless approved by specified vote; authorizes DOR to adopt emergency rules; provides for future expiration. Effective Date: January 1, 2027

Current Committee of Reference: House State Affairs Committee

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HB 0217 **Land Use Regulations** by Abbott

Land Use Regulations: Defines "impacted local government"; provides for retroactive application. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 0218 **Land Use Regulations** by Gaetz

Land Use Regulations; Defining the term “impacted local government”, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0225 **Consumer Fairness in Utility Rates** by Robinson, F.

Consumer Fairness in Utility Rates: Requires certain municipalities to impose same utility rates, fees, & charges on consumers within its municipal boundaries & boundaries of recipient municipality; prohibits such municipalities from imposing surcharges on consumers within boundaries of recipient municipality unless certain conditions are met; prohibits certain use of such surcharges; requires such municipalities to hold certain public hearings; requires certain municipalities to file specified reports with PSC; requires PSC to review certain consumer disputes & make certain determinations. Effective Date: July 1, 2026
Current Committee of Reference: House Economic Infrastructure Subcommittee

HB 0227 **Eligibility of Leasehold Interests for Homestead Exemptions** by Maney

Eligibility of Leasehold Interests for Homestead Exemptions: Revises circumstances under which persons may be deemed to have legal or beneficial & equitable title to certain property for homestead exemption purposes. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

HB 0239 **Standards for Storm Water Systems** by Grow

Standards for Storm Water Systems: Requires storm water systems in counties & municipalities, respectively, to comply with specified DOT standards; provides inspection requirements for such systems; specifies that certain local standards are superseded; provides finding of important state interest. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 0240 **Auxiliary Containers** by García

Auxiliary Containers; Preempting the regulation of auxiliary containers to the state; providing exceptions; requiring the Department of Environmental Protection to develop a uniform ordinance for the use and disposition of single-use, nonrecyclable auxiliary containers; prohibiting the sale or distribution of certain single-use auxiliary containers on lands managed by the Division of Recreation and Parks of the Department of Environmental Protection; repealing a provision relating to the regulation of polystyrene products preempted to the Department of Agriculture and Consumer Services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations Committee on Agriculture, Environment, and General Government

HB 0243 **Electric Bicycles** by Benarroch

Electric Bicycles: Provides requirements for operation of electric bicycles; provides penalties; creates Electric Bicycle Safety Task Force adjunct to DHSMV & provides requirements therefor; requires certain reports to Governor & Legislature by specified dates. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0260 **Removal, Storage, and Cleanup of Electric Vehicles** by Burgess

Removal, Storage, and Cleanup of Electric Vehicles; Requiring counties to establish a daily administration storage fee for the proper storage of certain electric vehicles; providing a maximum

amount for such fees; defining the terms “daily administration storage fee” and “proper storage”; requiring any wrecker service or towing-storage wrecker or operator to collect and submit specific data to the Division of State Fire Marshal relating to stored damaged or submerged electric vehicles by a specified date; providing that motor vehicle insurers are not required to pay certain costs, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0263 **Public Records** by Rizo

Public Records: Provides exemption from public records requirements for personal identifying & location information of current county administrators, deputy county administrators, assistant county administrators, city managers, deputy city managers, & assistant city managers, including names & personal identifying & location information of their spouses & children; provides for future legislative review & repeal; provides for retroactive application; provides statement of public necessity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0267 **Local Housing Assistance Plans** by Stark

Local Housing Assistance Plans: Authorizes county or eligible municipality to expend certain funds on lot rental assistance for mobile home owners for specified time period; requires counties & eligible municipalities to develop certain strategies in their local housing assistance plans; provides that lot rental assistance is approved home ownership activity for certain purposes; authorizes certain funds to be provided to mobile home owners for rehabilitation & emergency repairs; removes prohibition that only certain percentage of funds may be used for manufactured housing. Effective Date: July 1, 2026
Current Committee of Reference: No Current Committee

SB 0270 **Homestead Property Exemption for Persons Age 65 or Older** by Bernard

Homestead Property Exemption for Persons Age 65 or Older; Proposing an amendment to the State Constitution to exempt homestead property from all levies other than school district levies for persons who have attained age 65, prohibit counties and municipalities from reducing total funding for law enforcement, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0272 **Homestead Exemption for Persons 65 and Older** by Bernard

Homestead Exemption for Persons 65 and Older; Expanding the homestead exemption for persons 65 years and older to include a total exemption of homestead property from ad valorem taxation, other than for school district levies, for certain persons whose household income does not exceed a certain amount; authorizing the Department of Revenue to adopt emergency rules, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 270 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0274 **Homestead Property Tax Benefits for Long-term Owners** by Bernard

Homestead Property Tax Benefits for Long-term Owners; Proposing amendments to the State Constitution to provide that the assessed value of homestead property may not increase after 20 years of ownership and residency, to provide an additional homestead tax exemption equal to 50 percent of the assessed value of property, other than school district levies, for persons who have owned and resided on the property as their permanent residence for 30 years or more, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0276 **Homestead Property Tax Benefits For Long-term Owners And Permanent Residents** by Bernard

Homestead Property Tax Benefits for Long-term Owners and Permanent Residents; Requiring that certain property be assessed at less than just value when the person who owns the property has owned and used the property as his or her permanent residence for a specified timeframe; providing that the assessed value of such property shall be a certain amount and may not be increased under certain circumstances; specifying a homestead exemption for certain long-term owners and residents; authorizing periods of ownership and residency to be aggregated, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 274 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0278 **Limitation on the Assessed Value of New Homestead Property** by Bernard

Limitation on the Assessed Value of New Homestead Property; Proposing amendments to the State Constitution to limit the assessed value of new homestead property established after a change of ownership which had an assessed value of less than a certain amount to no more than 150 percent of the assessed value of the property for the preceding year for ad valorem taxation purposes and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0280 **Assessment of Homestead Property** by Bernard

Assessment of Homestead Property; Limiting the assessed value upon change of ownership of homestead property having a prior assessed value below a certain amount when the person acquiring the property is entitled to a homestead exemption, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 278 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 0282 **Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses** by Bernard

Limitation on the Assessed Value of Property Owned and Used for Commercial Purposes by Small Businesses; Proposing amendments to the State Constitution to limit the assessed value of real property owned and used for commercial purposes by a small business for ad valorem taxation purposes so that such assessed value may not exceed 3 percent or the percentage change in the Consumer Price Index, whichever is lower, and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0286 **Assessment of Changes, Additions, or Improvements to Homestead Properties** by Bernard

Assessment of Changes, Additions, or Improvements to Homestead Properties; Revising the manner of assessing the value of changes, additions, or improvements to homestead property, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0290 **Department of Agriculture and Consumer Services** by Truenow

Department of Agriculture and Consumer Services; Prohibiting counties from enacting or enforcing any law that restricts or prohibits the use of gasoline-powered farm equipment or gasoline-powered landscape equipment or that distinguishes such equipment from any other equipment under certain circumstances; prohibiting an application for a development on an ecologically significant parcel in a lowdensity municipality from being administratively approved without an attestation provided by the developer; establishing the Florida Food Animal Veterinary Medicine Loan Repayment Program; revising the Florida Forest Service's powers, authority, and duties, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0313 **Housing** by Nix, Jr.

Housing: Requires, rather than authorizing, local governments to adopt, by specified date, ordinance to allow accessory dwelling units in certain areas; requires that such ordinances apply prospectively; prohibits inclusion of certain requirements or prohibitions in such ordinances; removes requirement that application for building permit to construct accessory dwelling unit include certain affidavit; revises accessory dwelling units that apply toward satisfying certain component of local government's comprehensive plan; prohibits denial of homestead exemption for certain portions of property on specified basis; requires that rented accessory dwelling unit be assessed separately from homestead property & taxed according to its use; authorizes local government to provide density bonus incentive to landowners who make certain real property donations to assist in provision of affordable housing for military families; requires OPPAGA to evaluate efficacy of using mezzanine finance & potential of tiny homes for specified purposes; requires office to consult with certain entities; requires office to submit certain report to Legislature by specified date. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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HB 0323 **Parking on Public Property** by Steele

Parking on Public Property: Defines "public property" & "publicly owned buildings or facilities"; requires local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; requires local governments to carry over any unused portion of time for benefit of next vehicle owner who pays fee to park on such public property in certain circumstances; prohibits certain vehicles from being towed or issued traffic citation for specified time period after being parked on specified public property; prohibits local governments from allowing private business entities or enterprises to use specified public property for private parking purposes for fee. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0332 **Public Records and Public Meetings/Private Property Rights** by Bradley

Public Records and Public Meetings/Private Property Rights; Providing an exemption from public meetings requirements for meetings or portions of meetings between agencies and their attorneys to discuss certain claims concerning private property rights; requiring that such meetings be transcribed; providing that such transcripts become public records at specified times; providing for future legislative review and repeal of the exemptions; providing a statement of public necessity, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0337 **Food Insecure Areas** by Rayner

Food Insecure Areas: Authorizes local government to enact land development regulations to permit land use for small-footprint grocery store located in food insecure area; authorizes local government to include in its comprehensive plan provision permitting land use for small-footprint grocery store located in food insecure area; authorizes local government to require mandatory reporting of certain information from small-footprint grocery store. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

HB 0347 **Adoption and Display of Flags by Governmental Entities** by Borrero

Adoption and Display of Flags by Governmental Entities: Prohibits governmental entity from displaying, placing, or causing to be placed certain flags on real property; specifies flags governmental entity may display on such property; provides requirements for governmental entity that displays flag of United States; prohibits local government from adopting certain ordinances or regulations relating to flag of local government; provides that certain ordinances & regulations are void. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

SB 0356 **Utility Terrain Vehicles** by Wright

Utility Terrain Vehicles; Authorizing the operation of a utility terrain vehicle (UTV) during all hours; authorizing the operation of UTVs on certain roadways; authorizing the Department of Transportation to prohibit the operation of UTVs under certain circumstances; requiring owners or operators of a UTV to comply with certain requirements and regulations, etc. Effective Date: January 1, 2027

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

SB 0382 **Micromobility Device** by Truenow

Micromobility Device; Providing requirements for the operation of electric bicycles; prohibiting the operation of an electric bicycle above a certain speed under certain circumstances; creating the Micromobility Device Safety Task Force adjunct to the Department of Highway Safety and Motor Vehicles; requiring the Florida Highway Patrol and each police department and sheriff's office to maintain a certain list, beginning on a certain date, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: No Current Committee

HB 0399 **Land Use and Development Regulations** by Borrero

Land Use and Development Regulations: Requires amount of application fees associated with development permits or orders to reasonably relate to certain costs; requires public schools interlocal agreements to address reasonable access to certain public easements & public rights-of-way; requires local governments to administratively approve applications for minor special exceptions or variances submitted by large destination resorts; requires local government comprehensive plans & land development regulations to include factors for assessing compatibility of certain residential uses; requires land development regulations to incorporate measures for mitigating or minimizing potential incompatibility; authorizes placement of certain residential manufactured buildings on lots in recreational vehicle parks; requires off-site constructed residential dwellings to be permitted as of right in certain zoning districts; requires OPPAGA to conduct specified study; requires office to submit results of study to Legislature by specified date. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

HB 0425 **Historic Cemeteries Program** by Aristide

Historic Cemeteries Program: Requires local governments to approve applications from historic AfricanAmerican cemeteries to change land use category & zoning district of excess vacant land under certain conditions. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0426 **Adoption and Display of Flags by Governmental Entities** by Yarborough

Adoption and Display of Flags by Governmental Entities; Prohibiting a governmental entity from displaying, placing, or causing to be placed certain flags on real property; providing a penalty; specifying flags a governmental entity may display on such property; prohibiting a local government from adopting certain ordinances or regulations relating to the flag of the local government, etc. Effective Date: 7/1 /2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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HB 0433 **Department of Agriculture and Consumer Services** by Alvarez, D.

Department of Agriculture and Consumer Services: Prohibits counties & municipalities from enacting or enforcing any law that restricts or prohibits use of gasoline-powered farm equipment or gasolinepowered landscape equipment or that distinguishes such equipment from any other equipment; requires Acquisition & Restoration Council to determine whether certain surplused lands are suitable for bona fide agricultural purposes; prohibits local governmental entity from transferring future development rights for surplused lands determined to be suitable for bona fide agricultural purposes; requires DEP, in coordination with DACS, to determine whether state-owned conservation lands are suitable for bona fide agricultural purposes; authorizes DEP to surplus specified state-owned lands determined to be suitable for bona fide agricultural purposes; establishes Citrus Research and Field Trial Foundation, Inc., as a DSO of DACS; prohibits person from wearing or displaying item that displays words "concealed weapon permit" or "concealed weapon permit holder" with intent to mislead another to believe that person is authorized to wear or display such item; prohibits possession, manufacture, sale, importation, distribution, or use of signal jamming device. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0434 **Assessment of Property Used for Residential Purposes** by Leek

Assessment of Property Used for Residential Purposes; Defining the term “changes or improvements made to improve the property’s resistance to wind damage”; prohibiting the consideration of the increase in just value of a property which is attributable to changes or improvements made to improve the property’s resistance to wind damage in determinations of the assessed value of certain property, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0450 **Ad Valorem Tax Exemption for Disabled Veterans** by Polsky

Ad Valorem Tax Exemption for Disabled Veterans; Revising a limitation on the amount of a tax exemption that a surviving spouse may transfer to a new residence, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations

HB 0455 **Protection of Historic Monuments and Memorials** by Black

Protection of Historic Monuments and Memorials: Preempts all removal, damage to, or destruction of historic Florida monuments & memorials; provides that any existing or future ordinance, regulation, or rule to contrary, & certain actions by elected or appointed local government officials, are void; prohibits local governments from enacting or enforcing specified ordinances, regulations, or rules; provides penalties; requires DOS to withhold certain funding from local government; authorizes local government to temporarily remove & relocate monument or memorial in certain instances; authorizes Division of Historical Resources of DOS to request certain recommendations from Florida Historical Commission & Department of Veterans' Affairs. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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HB 0479 **Land and Water Management** by Maggard

Land and Water Management: Prohibits counties & municipalities from adopting laws, regulations, rules, policies, or ordinances that prohibit adjacent upland activities that are outside certain wetland buffers; repeals provisions relating to land management review teams. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 0488 **Department of Highway Safety and Motor Vehicles** by Massullo, Jr.

Department of Highway Safety and Motor Vehicles; Requiring licensure in lieu of registration of motor carriers operating certain qualified motor vehicles; revising due dates for motor fuel use tax returns submitted by licensed motor carriers; authorizing the department to inspect records necessary to verify the tax returns of motor carriers, motor fuel retail dealers, and motor fuel wholesale distributors; revising the apparent amount of property damage which requires the driver of a vehicle involved in a crash to notify law enforcement of the crash, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 0496 **Protection of Historic Monuments and Memorials** by McClain

Protection of Historic Monuments and Memorials; Citing this act as the “Historic Florida Monuments and Memorials Protection Act”; preempting all removal, damage to, or destruction of historic Florida monuments and memorials; providing that any existing or future ordinance, regulation, or rule to the contrary, and certain actions by elected or appointed local government officials, are void; providing civil penalties for certain officials who engage in certain actions; authorizing a local government to temporarily remove and relocate a monument or memorial in certain instances provided certain requirements are met, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 0504 **Code Inspector Body Cameras** by Burgess

Code Inspector Body Cameras; Requiring a governmental entity that permits its code inspectors to wear body cameras to establish certain policies and procedures; requiring such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, and to perform a periodic review of actual body camera practices; providing that certain provisions relating to the interception of wire, electronic, and oral communications do not apply to body camera recordings made by code inspectors, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0506 **Public Records/Body Camera Recordings Recorded by a Code Inspector** by Burgess

Public Records/Body Camera Recordings Recorded by a Code Inspector; Providing an exemption from public records requirements for body camera recordings recorded by a code inspector under certain circumstances; providing exceptions; requiring a local government to retain body camera recordings for a specified timeframe; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc. Effective Date: On the same date that SB 504 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Current Committee of Reference: No Current Committee

SB 0508 **Landscape Irrigation** by Truenow

Landscape Irrigation; Creating the “Landscape Irrigation Standards and Watering Restrictions Act”; prohibiting a person from taking certain actions regarding a landscape irrigation system unless such person is a licensed irrigation contractor or the property owner; specifying that only a licensed irrigation contractor may connect an irrigation system to a water supply; providing a purpose for landscape

irrigation system standards; creating a landscape irrigation watering schedule; providing for the enforcement of the act, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0509 **Code Inspector Body Cameras** by Partington

Code Inspector Body Cameras: Requires governmental entity that permits its code inspectors to wear body cameras to establish certain policies & procedures; requires such governmental entity to ensure that certain training occurs, to retain certain data in accordance with public records laws, & to perform periodic review of actual body camera practices; provides that certain provisions relating to interception of wire, electronic, & oral communications do not apply to body camera recordings made by code inspectors. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0511 **Pub. Rec./Code Inspector Body Cameras** by Partington

Pub. Rec./Code Inspector Body Cameras: Provides exemption from public records requirements for body camera recordings recorded by code inspector; requires local government to retain body camera recordings for specified timeframe; provides for future legislative review & repeal of exemption; provides statement of public necessity; directs Division of Library & Information Services of DOS to adopt specified retention requirement for certain body camera recordings by specified date. Effective Date: on the same date that HB 509 or similar legislation takes effect

Current Committee of Reference: No Current Committee

HB 0521 **Fines for Violations Detected by Traffic Infraction Detectors** by Yeager

Fines for Violations Detected by Traffic Infraction Detectors: Authorizes county or municipality to issue fine for certain violations detected through use of traffic infraction detector; requires fine to be accompanied by certain photograph or image. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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HB 0535 **Candidate Qualifying** by Benarroch

Candidate Qualifying: Requires certain candidates to provide filing officer statement disclosing dual citizenship for nomination & election to federal, state, county, multicounty, district, or judicial office or to district school board. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0543 **Transportation** by McFarland

Transportation: Revises & provides provisions relating to increasing minimum perception-reaction time for steady yellow signals, seaports, speed detection systems in school zones, automated license plate recognition systems, private school bus contractors, school bus infraction detection systems, lowering maximum speed limits, flashing beacons, school zones, radar & LiDAR units, disabled parking permits, golf carts, prevention of excessive or unusual noise, motor vehicle registration, license plate frames or decorative border devices, digital driver licenses & electronic credentialing system, digital imaged licenses, use of data by identity verification service providers, direct payments to subcontractors, metropolitan planning organizations, & takeover agreements; provides various penalties. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0548 **Growth Management** by McClain

Growth Management; Providing requirements for coordination mechanisms that are required for certain agreements required as part of the intergovernmental coordination element of a comprehensive plan; requiring that certain interlocal agreements use a plan-based methodology for a certain purpose; requiring that certain capacity standards be specified in a certain impact fee study; requiring that a demonstrated-need study be accompanied by a certain declaration; prohibiting local governments, school districts, and special districts from using certain data for a specified purpose, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0550 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Proposing amendments to the State Constitution to prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 0552 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by Bernard

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property; Conforming provisions to proposed amendments made to the State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, and municipalities; repealing a provision relating to the property appraiser's assessments and effect of determinations by value adjustment boards; repealing a provision relating to extending the date for filing tangible personal property tax returns; repealing a provision relating to tax returns to show all exemptions and claims, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 550 or a similar joint resolution having substantially the same specified intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

HB 0555 **Local Licensing of Home Caregivers** by Skidmore

Local Licensing of Home Caregivers: Authorizes counties & municipalities to license home caregivers within their jurisdictions. Effective Date: July 1, 2026

Current Committee of Reference: House Health Care Facilities & Systems Subcommittee

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SB 0558 **Standards for Stormwater Systems** by Burgess

Standards for Stormwater Systems; Requiring stormwater systems owned by counties and municipalities, respectively, to comply with specified Department of Transportation standards; providing inspection requirements for such systems; specifying that certain local standards are superseded, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 0575 **Auxiliary Containers** by Weinberger

Auxiliary Containers: Defines "auxiliary container" and "single-use"; removes obsolete provisions; preempting regulation of auxiliary containers to state; provides exceptions; requires DEP to develop uniform ordinance for use and disposition of single-use, nonrecyclable auxiliary containers; provides requirements for development of such ordinance; requires that sale or distribution of single-use plastic auxiliary containers on lands managed by Division of Recreation & Parks of DEP be eliminated to greatest extent possible; prohibits use, sale, or distribution of certain single-use auxiliary containers on such lands; requires department to develop and make available on its website statewide Marine Debris

Reduction Plan; provides requirements for such plan; removes s. 500.90, F.S., relating to regulation of polystyrene products preempted to DACS. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

SB 0576 **Local Government Cybersecurity** by Harrell

Local Government Cybersecurity; Creating the Local Government Cybersecurity Protection Program within the Florida Digital Service; requiring the grant program to be administered by the Florida Digital Service; requiring the Florida Digital Service to enter into certain data-sharing agreements with local governments for a specified purpose; requiring the Florida Digital Service to contract for information technology commodities and services and award such commodities and services to local governments, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations

SB 0580 **Local Licensing of Home Caregivers** by Harrell

Local Licensing of Home Caregivers; Authorizing counties and municipalities to license home caregivers within their jurisdictions, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Health Policy

SB 0588 **Local Government Enforcement Actions** by McClain

Local Government Enforcement Actions; Prohibiting certain enforcement actions by counties, municipalities, and special districts, respectively; defining the term “enforcement action”; requiring counties, municipalities, and special districts, respectively, to establish and maintain rules; authorizing filing of legal action and providing legal remedies in certain circumstances, etc. Effective Date: October 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0589 **Onsite Sewage Treatment and Disposal System Permits** by Nix, Jr.

Onsite Sewage Treatment and Disposal System Permits: Prohibits municipality or political subdivision of state from requiring owners & builders of certain residences to receive construction permits from DEP as condition of issuing building or plumbing permits; requires such owners & builders to provide certain proof to municipality or political subdivision. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0594 **Local Housing Assistance Plans** by Burton

Local Housing Assistance Plans; Authorizing counties and eligible municipalities to expend certain funds on lot rental assistance for mobile home owners for a specified time period; requiring each county and eligible municipality to include in its local housing assistance plan certain strategies; authorizing counties and eligible municipalities to provide certain funds to mobile home owners for rehabilitation and emergency repairs, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0602 **Watercraft Restrictions Based on Energy Source** by Bernard

Watercraft Restrictions Based on Energy Source; Providing an exception to the prohibition on state agencies, governmental authorities, and local governments restricting the use or sale of watercraft based on the energy source used to power the watercraft if such watercraft is used on certain bodies of water, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

HB 0607 **Industries and Professional Activities** by Yarkosky

Industries and Professional Activities: Renames, removes, & redesignates specified boards, commissions, and councils established within DBPR; changes office locations of certain divisions; specifies that certain license application requirements apply only to certain professions; provides licensing authority to department rather than licensing boards; removes postlicensure education requirements for brokers, broker associates, and sales associates; removes continuing education requirements for licensure renewal as broker, broker associate, and sales associate; removes continuing education requirements for licensure renewal due to inactive status; revises provisions pertaining to board to transfer powers, duties, and responsibilities of board to DBPR; granting certain authority to department, rather than Florida Real Estate Appraisal Board; requires department to adopt rules; revises violations for which retail tobacco products dealers are penalized; revises retail nicotine product dealer administrative penalties; requires FDLE to accept and process certain fingerprints; specifies procedures for submitting and processing fingerprinting; requires department to conduct certain background checks. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 0610 **Residential Swimming Pool Requirements** by Smith

Residential Swimming Pool Requirements; Requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool safety requirements; requiring that swimming pools located on residential real property that is transferred or sold on or after a specified date meet certain pool barrier requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

HB 0611 **Landscape Irrigation** by Cobb

Landscape Irrigation: Prohibits certain actions regarding landscape irrigation systems unless such actions are taken by licensed irrigation contractors or property owners; authorizes local governments or water management districts to adopt certain requirements for property owners who install such systems; provides requirements for permits, plans, equipment & capacity, maintenance, & water schedules relating to such systems; provides fines & penalties; prohibits local governments from adopting or enforcing certain laws, rules, or regulations; authorizes DEP to adopt rules; revises membership of Construction Industry Licensing Board. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

SB 0620 **Candidate Qualifying** by Mayfield

Candidate Qualifying; Requiring certain candidates to provide the filing officer a statement disclosing dual citizenship for nomination and election to federal, state, county, multicounty, district, or judicial office or to a district school board, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

HB 0629 **Regulation of Auxiliary Containers** by Esposito

Regulation of Auxiliary Containers: Preempts regulation of auxiliary containers to state; authorizes rules, regulations, & ordinances restricting use of glass auxiliary containers within boundaries of public beach or state park; authorizes Division of Recreation & Parks to regulate auxiliary containers within state parks. Effective Date: July 1, 2026

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

HB 0635 **Cybersecurity Standards and Liability** by Giallombardo

Cybersecurity Standards and Liability: Prohibits local governments from imposing certain cybersecurity standards or processes on vendors; defines "vendor"; prohibits local governments from adopting or enforcing certain cybersecurity standards or processes; provides that local government, covered entity, or third-party agent that complies with certain requirements is not liable in connection with cybersecurity incident; requires covered entities & third-party agents to implement revised frameworks, standards, laws, or regulations. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

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SB 0650 **Local Business Taxes** by Bernard

Local Business Taxes; Repealing provisions relating to local business taxes; authorizing certain counties to continue to impose a business tax; authorizing such counties to revise the definition of the term “merchant” in a specified manner; prohibiting such counties from revising a specified tax rate, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 0654 **Traffic Infraction Enforcement** by DiCeglie

Traffic Infraction Enforcement; Revising the periods during which a county or municipality may enforce school zone speed limits, and the violations for which such enforcement is authorized, through the use of a speed detection system; prohibiting the use of a traffic infraction detector for remote surveillance; requiring district school board authorization and a public hearing process before a school district may place or install, or contract with a vendor to install, operate, and maintain, school bus infraction detection systems; revising the periods for which a county or municipality may authorize a traffic infraction enforcement officer to issue certain uniform traffic citations, etc. Effective Date: 10/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 0675 **Affordable Housing** by Driskell

Affordable Housing: Revises upwards length of time that certain rental units must remain affordable in order to qualify for specified zoning variance; requires certain incentives be used for construction of affordable housing; revises downward maximum median income used to determine eligibility for certain tax incentives; specifies that certain taxes do not apply to first-time homebuyers. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0692 **Cybersecurity Standards and Liability** by Leek

Cybersecurity Standards and Liability; Prohibiting local governments from imposing certain cybersecurity standards or processes on vendors; providing that a local government, a covered entity, or a third-party agent that complies with certain requirements is not liable in connection with a cybersecurity incident under certain circumstances; requiring covered entities and third-party agents to implement revised frameworks, standards, laws, or regulations within a specified timeframe in order to retain protection from liability, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Appropriations

SB 0698 **Onsite Sewage Treatment and Disposal System Permits** by Martin

Onsite Sewage Treatment and Disposal System Permits; Prohibiting a municipality or political subdivision of the state from requiring owners and builders of certain residences to receive construction permits from the Department of Environmental Protection as a condition of issuing building or plumbing permits; requiring such owners and builders to provide certain proof to the municipality or political subdivision; requiring an applicant for a permit for the construction of an onsite sewage treatment and disposal system or a property owner to assume specified liabilities under certain circumstances, etc.

Effective Date: Except as expressly provided in this act, this act shall take effect upon becoming a law

Current Committee of Reference: No Current Committee

SB 0718 **Water Management** by McClain

Water Management; Prohibiting counties and municipalities from adopting laws, regulations, rules, or policies relating to water quality or quantity, pollution control, pollutant discharge prevention or removal, or wetlands; preempting such regulation to the state; repealing a provision relating to land management review teams, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Environment and Natural Resources

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SB 0750 **Alternative Plans Review and Building Inspection** by DiCeglie

Alternative Plans Review and Building Inspection; Deleting a provision authorizing a local government to charge an administrative fee when an owner or contractor retains a private provider for purposes of plans review or building inspection services, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0752 **Taxation of First-time Buyers** by DiCeglie

Taxation of First-time Buyers; Specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers; defining the term “first-time homebuyer”; specifying that documentary stamp taxes do not apply to certain documents executed by a first-time homebuyer in connection with the purchase of a principal residence, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 0756 **Affordable Housing** by Davis

Affordable Housing; Increasing the length of time that certain rental units must remain affordable in order to qualify for a specified zoning variance; requiring that certain incentives be used for the construction of affordable housing; decreasing the maximum median income used to determine eligibility for certain tax incentives; specifying that documentary stamp taxes do not apply to deeds, transfers, or conveyances of residential property to first-time homebuyers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

SB 0766 **Waste Management** by Martin

Waste Management; Deleting obsolete provisions that provide legislative findings and require the Department of Environmental Protection to review and update a specified report; preempting the regulation of auxiliary containers to the state; permitting rules, regulations, or ordinances restricting the use of glass auxiliary containers within the boundaries of a public beach; authorizing the Division of Recreation and Parks to regulate auxiliary containers within state parks; specifying that certain local ordinances and restrictions are permitted, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Environment and Natural Resources

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HB 0773 **Municipal Utilities** by Brackett

Municipal Utilities: Authorizes municipality to transfer portion of its public utility earnings to its general fund; requires that such percentages be established or reestablished by local referendum, subject to majority vote; provides exception to percentage restrictions in event of disaster or emergency; authorizes such percentages to be established by passage of resolution, by four-fifths vote; requires such percentages to be repaid to general fund within specified time period; prohibits municipality from transferring portion of its public utility earnings in certain instances; prohibits ability of municipality to

receive certain state funds if such prohibited transfer is effected; requires specified disclosure in budget & financial report of municipality. Effective Date: July 1, 2026

Current Committee of Reference: House Economic Infrastructure Subcommittee

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HB 0803 **Building Permits and Inspections** by Trabulsy

Building Permits and Inspections: Provides for expiration of certain building permits issued by county & local government; prohibits DBPR from denying building permit for certain residential manufactured buildings; provides that under certain circumstances certain persons are not subject to discipline for performing job without applicable permits & inspections; prohibits local governments from requiring building permit for installation of certain walls or barriers; revises provisions relating to building code inspection services provided by private provider & private provider firms, including permit & administrative fees, responsibilities of private providers, permitting & inspection documents & reports, timeframes for issuing permits & notices, authority of local building official, notices of incomplete forms, authority of private providers acting as local building official, emergency inspection services, creation of uniform forms, audits, immunity, civil causes of action, posting of permits on specified websites, & adoption of specified registration system; requires Florida Building Commission to develop uniform commercial & residential building permit applications; provides permit requirements for backup power systems & distributed energy generation systems; prohibits association or certain committees from requiring building permit as prerequisite for certain review. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 0837 **Affordable Housing** by Busatta

Affordable Housing: Revises definitions of certain land use categories for which certain residential development may be authorized to exclude farms & farm operations & uses associated therewith; revises definition of term "industrial use" to exclude certain facilities. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0840 **Land Use Regulations for Local Governments Affected by Natural Disasters** by DiCeglie

Land Use Regulations for Local Governments Affected by Natural Disasters; Prohibiting impacted local governments from enforcing certain moratoriums, requiring the repair or reconstruction of certain improvements to meet certain requirements, or enforcing changes to specified procedures; revising circumstances under which impacted local governments may enforce certain amendments, site plans, development permits, or development orders; deleting provisions related to filing suit against an impacted local government for injunctive relief, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 0852 **Food Insecure Areas** by Jones

Food Insecure Areas; Authorizing a local government to enact land development regulations to permit land use for a small-footprint grocery store located in a food insecure area; authorizing a local government to include in its comprehensive plan a provision permitting land use for a small-footprint grocery store located in a food insecure area, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

HB 0853 **Mobile Home Park Regulations** by Long

Mobile Home Park Regulations: Authorizes counties & municipalities to adopt & enforce local laws, codes, or ordinances relating to mobile home park lot tenancies; authorizes code enforcement officer to cite certain violations to mobile home park owner or mobile home owner; revises obligations & responsibilities of mobile home park owner; revises obligations & responsibilities of mobile home owner; removes provision that mobile home owner is responsible for certain fines; authorizes unit of local

government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to adopt & enforce local laws, ordinances, or codes for specified purpose; authorizes unit of local government to bring civil proceeding against mobile home park owner or mobile home lot. Effective Date: July 1, 2026

Current Committee of Reference: House Housing, Agriculture & Tourism Subcommittee

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HB 0865 **Local Regulation of Drinking Straws and Stirrers** by Blanco

Local Regulation of Drinking Straws and Stirrers: Prohibits local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; provides requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers. Effective Date: upon becoming a law

Current Committee of Reference: House Natural Resources & Disasters Subcommittee

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HB 0903 **Assessed Value of Nonhomestead Property** by Grow

Assessed Value of Nonhomestead Property: Proposes State Constitutional amendment reducing maximum percentage assessed value of nonhomestead properties may increase annually.

Current Committee of Reference: House Ways & Means Committee

SB 0910 **Parking on Public Property** by Mayfield

Parking on Public Property; Defining the terms “public property” and “publicly owned buildings or facilities”; requiring local governments to refund owners of vehicles who pay fees to park on specified public property in certain circumstances; prohibiting certain vehicles from being towed or issued a traffic citation for a specified time period after being parked on specified public property; prohibiting local governments from allowing private business entities or enterprises to use specified public property for private parking purposes for a fee; providing construction, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Transportation

HB 0927 **Local Land Planning and Development** by Sapp

Local Land Planning and Development: Requires certain counties & municipalities, respectively, to create preapplication consulting services program; requires certain local governments to establish registry of specified number of qualified contractors or qualified contractor firms to conduct certain reviews; requires local governments to use qualified contractor program for review plats or replats upon request of applicant; requires governing body of certain local governments & counties to include multiphased developments in program that expedites process for building permits for planned unit developments or phases of community or subdivision; requires governing body to create two-step application process for stabilized access to roads that can support emergency vehicles; prohibits local government from conditioning, delaying, withholding, or denying issuance of certain permits; revises circumstances under which applicant has vested right in preliminary plat. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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SB 0940 **Municipal Water and Sewer Utility Rates, Fees, and Charges** by McClain

Municipal Water and Sewer Utility Rates, Fees, and Charges; Deleting a limitation on the amount of rates, fees, and charges municipal water and sewer utilities are authorized to impose on consumers for such services outside the boundaries of the municipality; providing for the continuance and phase out of certain bond covenant surcharges; requiring municipalities operating such utilities to submit a specified rate study every 7 years to the Department of Environmental Protection which evaluates certain information, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 0948 **Local Government Land Development Regulations and Orders** by McClain

Local Government Land Development Regulations and Orders; Requiring counties and municipalities, respectively, to follow certain application procedures for applications for certain development permits and development orders; creating the “Florida Starter Homes Act” for a specified purpose; prohibiting local governments from imposing regulations governing residential lots unless such regulations meet specified requirements; prohibiting local governments from imposing certain regulations if a residential lot is connected to a public water system and a sewerage system; requiring the permitting as of right of an off-site constructed residential dwelling in certain zoning districts, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

HB 0957 **Deferred and Unpaid Taxes** by Long

Deferred and Unpaid Taxes: Limits specified tax deferral to properties with just value of $1 million or less; increases minimum value of tax certificate that may be sold at public auction or by electronic sale. Effective Date: July 1, 2026

Current Committee of Reference: House Ways & Means Committee

SB 0958 **Local Regulation of Drinking Straws and Stirrers** by Bradley

Local Regulation of Drinking Straws and Stirrers; Prohibiting local governmental entities from enacting any rule, regulation, or ordinance for drinking straws or stirrers which does not meet specified requirements; providing requirements for local governmental entities that elect to enact rules, regulations, or ordinances for drinking straws or stirrers, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Community Affairs

SB 0962 **Affordable Housing** by Bradley

Affordable Housing; Revising the definitions of certain land use categories for which certain residential development may be authorized to exclude farms and farm operations and uses associated therewith, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 0967 **Electronic Payments Made to Units of Local Governments** by Buchanan

Electronic Payments Made to Units of Local Governments: Revises legislative intent; requires units of local government to accept certain forms of payments; requires such local governments accept payments online. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 0968 **Home Backup Power Systems** by McClain

Home Backup Power Systems; Prohibiting a local government from adopting a technical amendment to the Florida Building Code which requires a permit or any functionally equivalent local review or approval for certain backup power systems; prohibiting a local government that issues building permits from requiring an owner of a single-family dwelling or such owner’s contractor to obtain a building permit to perform work on the single-family lot valued at less than a specified sum; prohibiting a local enforcement agency from requiring a permit or any functionally equivalent local review or approval for the installation, relocation, replacement, or repair of an eligible residential backup power system; defining the term “backup power system”, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Regulated Industries

HB 0979 **Infill Redevelopment** by Borrero

Infill Redevelopment: Requires local government to permit development of certain qualifying parcels up to certain density & intensity; requires developers of qualifying parcels to maintain specified buffer between new developments & single-family homes & townhouses; requires developers of qualifying parcels to establish that certain recreational facilities & areas reserved for recreational use have not been in operation or use for certain timeframe, to pay double parks & recreational facilities impact fees, & to provide written notice to certain property owners; requires property owners who receive such written notice to exercise option to purchase certain parcels or portions thereof within specified timeframe or forfeit option; requires development on qualifying parcels to meet concurrency requirements. Effective Date: upon becoming a law

Current Committee of Reference: No Current Committee

SB 0998 **Department of Commerce** by Yarborough

Department of Commerce; Repealing provisions relating to the Florida Small Cities Community Development Block Grant Program Act; providing an exemption for certain conveyances of state lands to certain federal agencies which revert to the Board of Trustees of the Internal Improvement Trust Fund if such land is not used for its intended purposes as a military installation buffer or if the military installation closes; requiring employers who are required to use the E-Verify system to verify a new employee's employment eligibility to maintain an E-Verify case result for each employee which shows that the employee is authorized to work; requiring the department to provide an employer knowingly employing an unauthorized alien with a written determination, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Appropriations Committee on Transportation, Tourism, and Economic Development

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HB 1001 **Official Actions of Local Governments** by Black

Official Actions of Local Governments: Prohibits counties & municipalities, respectively, from funding or promoting or taking official action relating to diversity, equity, & inclusion; prohibits counties & municipalities, respectively, from expending funds for diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers; provides that county commissioner, member of governing body of municipality, or any other county or municipal official who, while exercising his or her official authority, willfully violates certain provisions commits misfeasance or malfeasance in office; requires potential recipients of county or municipal contracts or grants to make certain certification to county or municipality before being awarded such contract or grant. Effective Date: January 1, 2027

Current Committee of Reference: House Commerce Committee

HB 1007 **Data Centers** by Griffitts Jr.

Data Centers: Prohibits agency from entering into nondisclosure agreement or other contract that restricts agency from disclosing certain information to public; specifies that local governments maintain authority to exercise power & responsibility over comprehensive planning & land development regulations related to large load customers; prohibits large load customer from being considered electric substation; prohibits local government from issuing construction permit for certain new data center or support facilities in specified areas; provides exception to provision allowing extension of certain confidentiality protections; requires PSC to develop minimum tariff & service requirements for large load customers; prohibits any tariff, contractual provision, service requirement, or other public utility policy from preventing or hindering curtailment or interruption of electric service to large load customer; prohibits public utility from knowingly providing electric service to large load customer that is foreign entity; prohibits governing board of water management district or DEP from issuing permit for consumptive use of water to large-scale data center; requires governing board or DEP to require use of reclaimed water for large-scale data center applicant's allocation. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

SB 1014 **Provision of Municipal Utility Service to Owners Outside the Municipal Limits** by Mayfield

Provision of Municipal Utility Service to Owners Outside the Municipal Limits; Prohibiting a municipal utility from declining to extend service to properties outside its corporate limits under certain circumstances; requiring a municipal utility to expand its service to an owner who makes such a request under certain circumstances, subject to the utility's service requirements; requiring the municipal utility to make a determination within a specified timeframe and provide such determination to the owner in writing; requiring the municipal utility to provide the owner with specified information and to connect properties in a timely manner; authorizing a municipal utility to establish minimum application filing requirements, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 1018 **Deferred Compensation Plans for Public Employees** by Truenow

Deferred Compensation Plans for Public Employees; Citing this act as the "Deferred Compensation Automatic Enrollment Act'; authorizing the inclusion of an automatic enrollment arrangement in a government employee's deferred compensation plan; requiring that the automatic enrollment arrangement provide employees the ability to make certain elections regarding contributions; requiring that the plan provide for a default investment into which contributions must be placed under a specified circumstance; authorizing counties, municipalities, political subdivisions, and constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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HB 1049 **Building Permit Requirements** by Esposito

Building Permit Requirements: Provides that certain residential manufactured buildings may not be denied building permit for placement of such building; prohibits local government from adopting certain technical amendments to FBC; prohibits local enforcement agency from requiring building permit for work valued at specified amount; prohibits project from being divided into multiple projects; requires building permit for certain work regardless of value of work; requires contractor to maintain certain written records; prohibits local enforcement agency from requiring building permit for specified work on backup power system installed by certain persons or entities; requires local enforcement agencies to establish specified process to submit certain notice before installation of backup power system; prohibits local governments from adopting or enforcing certain ordinances, rules, or other measures; authorizes local enforcement agency to conduct one inspection, either in person or virtually; authorizes use of private provider for certain inspections; requires local enforcement agency to provide certain persons written notice of correction; authorizes stop-work order under specific circumstances; requires local enforcement agency to offer reinspection date within certain time period; provides that private provider inspection report constitutes acceptance; prohibits local enforcement agency from withholding or revoking certificate of occupancy based solely on failed inspection report. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1085 **Local Government Cyber Security** by Miller

Local Government Cyber Security: Creates Local Government Cybersecurity Protection Program within University of South Florida, to be administered by Florida Center for Cybersecurity; requires Florida Center for Cybersecurity to enter into data-sharing agreements with local governments & Florida Digital Service; requires Florida Center for Cybersecurity to administer grant program based on specified criteria to provide information technology commodities & services to local governments; requires Florida Center for Cybersecurity to contract for information technology commodities & services & award such commodities & services to local governments; requires Florida Center for Cybersecurity to prepare & submit specified report to Governor's Office of Policy & Budget & chairs of legislative appropriations committees. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 1089 **Waste Facilities** by Bartleman

Waste Facilities: Prohibits local government & DEP from issuing construction permit for certain solid waste disposal & waste-to-energy facilities under certain circumstances. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1125 **Local Government Salaries and Benefits** by Giallombardo

Local Government Salaries and Benefits: Revises requirements for board of county commissioners salary formula to apply to noncharter counties; provides for determination of salaries of members of boards of county commissioners of certain counties; requires referendum for board of county commissioners to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by county; requires referendum for governing body of municipality to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by municipality; requires referendum for governing body of special district to increase salary, retirement benefits, or other compensation paid to its members; requires referendum election costs to be paid by special district. Effective Date: October 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1134 **Official Actions of Local Governments** by Yarborough

Official Actions of Local Governments; Prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

SB 1138 **Qualified Contractors** by Massullo, Jr.

Qualified Contractors; Requiring each county and municipality, respectively, of a specified size to create and implement a program for the purpose of making development preapplication consultation services available at an applicant's request; authorizing a county or municipality to use a qualified contractor or qualified contractor firm to fulfill specified preapplication services requirements; requiring a local government to establish a registry of a specified number of qualified contractors or qualified contractor firms to conduct certain preapplication services; requiring the governing body of certain local governments and counties to include certain developments in a program that expedites the process for issuing building permits for planned unit developments or phases of a community or subdivision, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 1139 **Impact Fees** by Gentry

Impact Fees: Provides requirements for coordination mechanisms that are required for certain agreements required as part of intergovernmental coordination element of comprehensive plan; requires that plan-based methodology used for certain interlocal agreements be consistent with certain comprehensive plan requirements; requires that demonstrated-need study use plan-based methodology; prohibits local governments, school districts, & special districts from including certain deductions in certain impact fee increases & from increasing impact fee rates beyond certain phase-in limitations by more than specified percentage; provides that prevailing petitioner is entitled to impact fee overpayment refund, with interest; provides that certain prevailing petitioners are entitled to reasonable attorney fees & costs. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 1143 **Local Government Land Development Regulations and Orders** by Nix, Jr.

Local Government Land Development Regulations and Orders: Requires certain counties & municipalities, respectively, to follow certain application procedures for applications for certain development permits & development orders; creates "Florida Starter Homes Act"; prohibits local governments from imposing certain regulations if residential lot is connected to public water system & sewerage system; prohibits local government from imposing regulations that require more than certain minimum number of parking spaces for specified residential lots; prohibits local government from imposing certain regulations on residential lots that contain historic property; prohibits local government from treating off-site constructed residential dwellings differently than factory-built buildings; authorizes local government to adopt compatibility standards that are limited to certain architectural features; requires approval of lot split; limits criteria that may be required by local governments for applications for & approvals of lot splits; authorizes placement of residential manufactured building on any lot in recreational vehicle park. Effective Date: July 1, 2026

Current Committee of Reference: House Commerce Committee

HB 1151 **Health Care Autonomy** by Driskell

Health Care Autonomy: Establishes fundamental right to reproductive health care; provides that every individual has fundamental right to make autonomous decisions about individual's own reproductive health; provides that individuals who become pregnant have fundamental right to make certain decisions in exercise of such right; prohibits state from denying or interfering with individual's right to access reproductive health care; prohibits state & local law enforcement agencies & officials from harassing or discriminating against individual for providing or obtaining reproductive health care or assisting another person in doing so; prohibits such state & local entities from penalizing, prosecuting, or otherwise taking adverse action against individual for exercising specified rights, or against individual for assisting another in exercising such rights; provides individuals with immunity from civil liability for exercising specified rights or aiding or assisting another in exercising such rights; provides that fertilized egg, embryo, or fetus does not have independent rights under laws of this state; prohibits local units of government from regulating individual's ability to exercise right to reproductive health care in manner more restrictive than that set forth in specified provisions. Effective Date: effect upon becoming a law

Current Committee of Reference: House Health Professions & Programs Subcommittee

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HB 1169 **Enforcement of the Florida Building Code** by Tramont

Enforcement of the Florida Building Code: Revises manner in which local government is required to spend excess funds. Effective Date: July 1, 2026

Current Committee of Reference: House State Affairs Committee

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HB 1183 **Transportation Infrastructure Land Development Regulations** by Cross

Transportation Infrastructure Land Development Regulations: Requires governing body of county or municipality to adopt ordinance, & governing body of special district to adopt resolution, establishing specified transit-oriented development (TOD) zones & rural livable urban village (LUV) areas; requires local government to zone for mixed use, & authorize certain commercial uses for, lots within TOD zones & rural LUV areas; prohibits local government from imposing certain building regulations in specified TOD zones & rural LUV areas; prohibits reduction or elimination of TOD zones after establishment; prohibits local government from imposing certain regulations for lots that contain historic property; provides private cause of action; authorizes award of specified relief; provides that prevailing plaintiff is entitled to attorney fees & costs; provides waiver of sovereign immunity. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

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SB 1196 **Waste Facilities** by Sharief

Waste Facilities; Prohibiting a local government or the Department of Environmental Protection, respectively, from issuing a construction permit for certain solid waste disposal and waste-to-energy facilities under certain circumstances, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Community Affairs

HB 1217 **Prohibited Governmental Policies Regulating Greenhouse Gas Emissions** by Snyder

Prohibited Governmental Policies Regulating Greenhouse Gas Emissions: Prohibits governmental entities from adopting certain net zero policies; prohibits governmental entities from using public funds in any manner that supports, implements, or advances certain net zero policies; prohibits governmental entities from imposing any charge to advance certain net zero policies; requires each governmental entity to annually submit to Department of Revenue certain affidavit; prohibits governmental entities from implementing, administering, or enforcing certain programs. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 1220 **Transportation** by Massullo, Jr.

Transportation; Revising the membership composition of the Florida Transportation Research Institute; requiring the Department of Transportation to coordinate with the Department of Commerce, specified ports, and the Federal Government for a certain purpose; revising the visible signals given by an approaching emergency vehicle upon which a driver must yield the right-of-way; prohibiting a personal delivery device from operating as otherwise authorized unless the personal delivery device meets certain criteria and a human operator is capable of controlling and monitoring its navigation and operation; prohibiting a political subdivision from withholding issuance of a business tax receipt, development permit, or other land use approval to certain drone delivery services and from enacting or enforcing ordinances or resolutions that prohibit drone delivery service operation; requiring commercial service airports to develop a plan for obtaining and maintaining critical infrastructure resources, etc. APPROPRIATION: $300,000 Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 1227 **Preemption to the State** by Oliver

Preemption to the State: Prohibits counties, municipalities, & special districts, respectively, from substantially burdening free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibits local enforcement agency from denying issuance of certificate of occupancy to owner of residential or commercial property based on noncompliance with Florida-friendly landscaping ordinances; prohibits local enforcement agency from denying issuance of building permit for alteration, modification, or repair of single-family residential structure; prohibits local enforcement agency from requiring building permit for construction of playground equipment or fence on certain property; prohibits local governments from adopting or enforcing certain ordinances, regulations, resolutions, rules, charter provisions, or other policies or from taking any action to license or otherwise regulate mutual benefit corporations; revises criteria for business to be considered home-based business as it relates to local government regulation of parking. Effective Date: upon becoming a law

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1234 **Building Permits and Inspections** by DiCeglie

Building Permits and Inspections; Providing for expiration of certain building permits issued by a county after a specified timeframe; providing that any certified residential manufactured building may not be denied a building permit for placement on specified lots or property associations; prohibiting a local government from adopting or enforcing certain zoning, land use, or development ordinances or regulations; requiring the Florida Building Commission to adopt by rule uniform statewide building permit applications for commercial and residential construction projects; requiring certain persons who perform work on a property to file a notice of permit exemption with the local enforcement agency within a specified timeframe, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

HB 1251 **Expenditure of Public Funds by Local Governments** by Shoaf

Expenditure of Public Funds by Local Governments: Prohibits local governments from expending public funds for specified purposes; prohibits acceptance of public funds from local governments for lobbying; authorizes filing of complaints with Commission on Ethics alleging violations; requires commission to investigate & provide report of its findings to certain entities; requires commission to adopt rules. Effective Date: July 1, 2026

Current Committee of Reference: House Rules & Ethics Committee

HB 1275 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Proposes amendment to State Constitution to prohibit levying of ad valorem taxes on tangible personal property by certain entities.

Current Committee of Reference: House Ways & Means Committee

HB 1277 **Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property** by LaMarca

Prohibition on Levying Ad Valorem Taxes on Tangible Personal Property: Conforms provisions to proposed amendments made to State Constitution which prohibit levying ad valorem taxes on tangible personal property by counties, school districts, & municipalities; removes provisions relating to property appraiser's assessments & effect of determinations by value adjustment boards; repeals provisions relating to extending date for filing tangible personal property tax returns; repeals provisions relating to erroneous returns & estimates of assessment when no return is filed; repeals provisions relating to tax returns to show all exemptions & claims; repeals provisions relating to exemption of renewable energy source devices; repeals provisions relating to exemption for tangible personal property; repeals provisions relating to uncollectible personal property taxes & correction of tax roll; repeals provisions relating to attachment of tangible personal property in case of removal; provides transitional provision. Effective Date: on the effective date of the amendment to the State Constitution proposed by HJR 1275 or a similar joint resolution having substantially the same specified intent and purpose

House Ways & Means Committee

HB 1303 **Department of Financial Services** by Miller

Department of Financial Services: Establishes Florida Agency for Fiscal Oversight within DFS; provides purpose & duties of agency; requires agency to conduct audit of certain local governments; authorizes agency to request certain information; provides penalties for noncompliance with such request; removes requirement that specified hotline be operated for certain amount of time each day; removes requirement that hotline be advertised in specified manner; requires specified employees to take certain training annually; requires first training be completed by specified deadline; requires certain employees who report information to Florida Agency for Fiscal Accountability be afforded same protection as whistle-blowers; prohibits local governments from executing certain documents with specified provisions; provides that such contracts are void; requires local governments submit certain report to DFS; requires counties to use certain contract tracking system. Effective Date: July 1, 2026

Current Committee of Reference: House Insurance & Banking Subcommittee

HB 1307 **Unauthorized Aliens** by Jacques

Unauthorized Aliens: Prohibits unauthorized aliens from receiving certain licensing or certification, financial assistance, & claim reimbursement; requires certain procedures, instruction, & testing to be conducted in English; prohibits alternate language accommodations; requires employers & licensees to verify employment eligibility & citizenship status, respectively, before taking certain actions; provides civil cause of action & criminal penalty; provides penalties; authorizes certain complaints; requires Office of Financial Regulation to conduct random audits; creates rebuttable presumption against unauthorized out-of-state drivers; provides exemptions & standard of proof; provides requirements for law enforcement officers, DHSMV, insurers, & OIR; provides administrative penalties; authorizes private cause of action; prohibits certain financial institutions from accepting certain forms of personal identification. Effective Date: upon becoming a law

Current Committee of Reference: House State Affairs Committee

HB 1329 **Local Government Spending** by Benarroch

Local Government Spending: Revises length of time tentative budgets & final budgets must be posted on county, municipality, & special district websites; requires posting of such budgets to allow members of public to download & review certain information & data in specified formats; requires county and municipal budget officer to perform certain exercise before final adoption of budget; revises length of time adopted amendment must be posted on county's & municipality's website; requires posting of proposed amendment to meet certain requirements; provides exception for counties & municipalities that meet certain requirements; requires counties & municipalities that meet such exception to provide information in form & manner prescribed by DFS; authorizes counties & municipalities to apply for certain hardship waivers. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 1342 **Transportation Infrastructure Land Development Regulations** by Rouson

Transportation Infrastructure Land Development Regulations; Creating the “Transit-Oriented Development Act” for a specified purpose; requiring the governing body of a county or municipality to adopt an ordinance, and the governing body of a special district to adopt a resolution, establishing specified transit-oriented development (TOD) zones by a certain date; prohibiting a local government from imposing certain regulations in specified TOD zones; encouraging public transit providers and public agencies to develop land within specified TOD zones, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

SB 1366 **Claims Against the Government** by Brodeur

Claims Against the Government; Increasing the statutory limits on the liability of the state and its agencies and subdivisions for tort claims; requiring the Department of Financial Services, beginning on a specified date and every 5 years thereafter, to adjust the limitations of liability for claims; limiting attorney fees based on the amount of funds recovered; authorizing the Legislature to limit attorney fee awards in a claim bill or reserve any portion of the proceeds of a claim bill to the claimant, etc. Effective Date: 10/1/2026

Senate Rules

SB 1380 **Unauthorized Aliens** by Martin

Unauthorized Aliens; Prohibiting the Department of Financial Services from issuing a license or certification to unauthorized aliens; authorizing a county to require a borrower to provide proof of being lawfully present in the United States; authorizing the Division of Risk Management to approve or deny claims relating to a minor who is an unauthorized alien; requiring that certain procedures, instruction,

and testing be conducted in English; prohibiting certain entities and corporations from providing down payment assistance to unauthorized aliens, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Banking and Insurance

HB 1389 **Affordable Housing** by Redondo

Affordable Housing: Authorizes multifamily & mixed-use residential uses as allowable uses for specified property; provides requirements for certain proposed developments; prohibits counties & municipalities from having certain restrictions or requiring certain setbacks; requires adoption of certain ordinances relating to accessory dwelling units; prohibits such ordinances from including certain requirements; provides exception to certain local governments; removes requirement for specified affidavit in building permit application; prohibits owners of certain property from being denied homestead exemption; requires certain accessory dwelling units to be assessed & taxed separately; authorizes applicants for certain proposed developments to proceed under certain provisions of law; requires counties & municipalities to allow certain applicants to submit revised applications, written requests, or notices of intent; provides that specified provisions of law relating to proposed developments do not apply to airport zoning regulations unless approved by governing body; authorizes local governments to provide certain incentives to landowners who donate property to provide affordable housing for military families; prohibits certain discriminatory practices based on financing of development for affordable housing; waiving state's sovereign immunity for certain causes of action; requires OPPAGA to evaluate certain methods to stimulate construction & use of tiny homes for specified purpose & submit to Legislature certain report. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

HB 1395 **Artificial Intelligence** by Rizo

Artificial Intelligence: Prohibits governmental entities from extending or renewing contract with specified entities; prohibits governmental entities from taking certain actions relating to contracting for AI technology, software, or products unless certain requirements are met; prohibits governmental entities from entering into contracts for AI technology, software, or products under certain conditions; provides rights of Floridians relating to AI use; requires consent for minors to create new or maintain existing companion chatbot platforms; requires companion chatbot platforms to make certain disclosures & institute certain measures to protect minors; prohibits AI technology companies from selling or disclosing personal information of users unless information is deidentified; prohibits commercial use of individual's name, image, or likeness created through AI without consent; provides for enforcement; provides for civil penalties & damages; provides for private causes of action. Effective Date: July 1, 2026

Current Committee of Reference: House Information Technology Budget & Policy Subcommittee

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HB 1403 **Deferred Compensation Plans for Public Employees** by Salzman

Deferred Compensation Plans for Public Employees: Authorizes inclusion of automatic enrollment arrangement in government employee's deferred compensation plan; requires that automatic enrollment arrangement be established with default contribution rate; authorizes periodic reenrollment of specified government employees; authorizes periodic resetting of contribution rates for specified government employees; requires that automatic enrollment arrangement provide employees ability to make certain elections regarding contributions; requires that plan provide for default investment into which contributions must be placed under specified circumstance; authorizes counties, municipalities, political subdivisions, & constitutional county officers to adopt automatic enrollment arrangements for specified deferred compensation programs; provides that deferred compensation plan of state may adopt automatic enrollment arrangement only upon approval of Legislature; requires that certain deduction of wages or salary of employees be treated in specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Government Operations Subcommittee

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HB 1409 **THC** by Berfield

THC: Provides that marijuana testing laboratory may acquire hemp & hemp extract only from certain businesses; prohibits marijuana testing laboratory from selling, distributing, or transferring hemp or hemp extract from certain businesses; requires marijuana testing laboratory to separate marijuana received from certain entities from hemp or hemp extract received from certain entities; revises requirements for sale & distribution of hemp extract; prohibits businesses or food establishments from possessing hemp or hemp extract products that are attractive to children; prohibits unpermitted business sales, street sales, or festival sales of hemp extract; prohibits business permitted to sell hemp or hemp extract from being located in certain areas; provides requirements for businesses permitted to sell hemp or hemp extract; including THC-infused beverages in list of products prohibited for sale to person under 21 years of age; provides penalty for hemp extract possessed, manufactured, delivered, held, offered for sale, distributed, or sold by certain entities in violation of specified provisions. Effective Date: July 1, 2026

Current Committee of Reference: House Industries & Professional Activities Subcommittee

HB 1417 **Department of Environmental Protection** by LaMarca

Department of Environmental Protection: Repeals, revises, & creates various provisions relating to Environmental Regulation Commission; solar facilities; stormwater management systems; central sewer system connections; wastewater treatment systems; coastal resiliency projects; & air pollution license fees. Effective Date: July 1, 2026

Current Committee of Reference: No Current Committee

SB 1420 **Local Utility Revenues** by DiCeglie

Local Utility Revenues; Prohibiting counties and municipalities, respectively, from transferring for specified purposes revenues collected from providing utility services; requiring revenue surpluses to be returned to the ratepayers; requiring county and municipal utilities, respectively, to develop budget forecasts and strategies that meet certain requirements; prohibiting counties and municipalities, respectively, from charging a higher rate or adding a surcharge to certain customers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Regulated Industries

SB 1434 **Infill Redevelopment** by Calatayud

Infill Redevelopment; Creating the “Infill Redevelopment Act”; requiring that a local government permit qualifying parcels to be developed with residential uses; prohibiting a local government from using the subdivision process to restrict development in a certain manner; requiring developers of such parcels to pay double the parks and recreation facilities impact fees for a certain purpose and provide certain written notice to property owners; prohibiting a local government from adopting or enforcing certain local laws, ordinances, or regulations, etc. Effective Date: Upon becoming a law

Current Committee of Reference: No Current Committee

SB 1444 **Preemption to the State** by Martin

Preemption to the State; Providing for preemption of all matters relating to the regulation of religious services and gatherings; prohibiting counties, municipalities, and special districts, respectively, from substantially burdening the free exercise of religion by adopting or enforcing certain ordinances, regulations, resolutions, rules, or other policies; prohibiting a local enforcement agency from denying the issuance of a certificate of occupancy to an owner of residential or commercial structure based on noncompliance with Florida-friendly landscaping ordinances in certain circumstances; waiving sovereign immunity in accordance with specified laws, etc. Effective Date: Upon becoming a law

Current Committee of Reference: Senate Judiciary

HB 1451 **Utility Services** by Busatta

Utility Services: Requires certain public meetings as condition precedent to effectiveness of new or extended agreement under which municipality will provide specified utility services in other municipalities or unincorporated areas; requires municipalities that provide specified utility services to report certain information by specified date, & annually thereafter, to PSC; requires PSC to compile such information & submit report by specified date, & annually thereafter, to Governor & Legislature; provides for state preemption over subject of certain regional utilities authorities created after specified date. Effective Date: July 1, 2027

Current Committee of Reference: No Current Committee

HB 1465 **Restrictions on Local Government Regulations After a Hurricane** by Andrade

Restrictions on Local Government Regulations After a Hurricane: Revises circumstances under which certain land use regulations may be enforced; revising persons authorized to bring certain civil actions; requires certain pending applications to be processed in a specified manner. Effective Date: July 1, 2026

Current Committee of Reference: House Intergovernmental Affairs Subcommittee

SB 1506 **Civil Litigation** by Yarborough

Civil Litigation; Revising the criteria that the court must consider in determining whether an award of money damages is excessive or inadequate, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

SB 1510 **Department of Environmental Protection** by Massullo, Jr.

Department of Environmental Protection; Deleting provisions creating the Environmental Regulation Commission; requiring that residential properties of a specified size located in a certain area connect to a central sewer system or upgrade to a specified type of nutrient-reducing wastewater treatment system; authorizing remediation plans for certain properties to have certain requirements related to existing conventional onsite sewage treatment and disposal systems; revising legislative findings and intent for the Florida Communities Trust; revising the approval criteria for certain onsite sewage treatment and disposal systems, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Fiscal Policy

SB 1548 **Affordable Housing** by Calatayud

Affordable Housing; Requiring counties and municipalities, respectively, to authorize certain residential use on property owned by a county, municipality, or school district under certain circumstances; revising the definition of the term “person”; revising a prohibition on discriminatory practices in land use decisions and in permitting of development to include housing that is affordable; waiving the state’s sovereign immunity for certain causes of action based upon housing discrimination, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Fiscal Policy

HB 1553 **Admissibility of Evidence in Civil Cases** by Brackett

Admissibility of Evidence in Civil Cases : Revises provisions relating to evidence that is admissible to demonstrate past & future medical expenses in personal injury & wrongful death actions.Effective Date: upon becoming a law

Current Committee of Reference: House Judiciary Committee

SB 1558 **Admissible Evidence in Personal Injury or Wrongful Death Actions** by Massullo, Jr.

Admissible Evidence in Personal Injury or Wrongful Death Actions; Providing that evidence admissible in personal injury or wrongful death actions may be used for rebutting, as well as for proving, the amount of certain damages; providing that such evidence may be offered by any party, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Judiciary

SB 1566 **Local Government Spending** by DiCeglie

Local Government Spending; Citing this act as the "Local Government Financial Transparency and Accountability Act"; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on county websites; revising the timeframe during which a public hearing for an amendment to a county budget must be advertised; revising the timeframe during which tentative budgets, and the length of time for which final budgets, must be posted on municipal or county websites, as applicable, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Rules

SB 1572 **Department of Financial Services** by DiCeglie

Department of Financial Services; Establishing the Florida Agency for Fiscal Oversight within the Department of Financial Services; requiring local governments to notify the agency after authorizing specified referenda; deleting a requirement that a specified hotline be operated for a certain amount of time each day; requiring specified employees to take a certain training annually; requiring that certain employees who report information to the Florida Agency for Fiscal Oversight be afforded the same protection as whistle-blowers, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Banking and Insurance

SB 1608 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Prohibiting increases in certain assessed valuations if the just value of the property has decreased since the previous assessment, etc. Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1610 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose

Current Committee of Reference: Senate Finance and Tax

SB 1610 **Assessment of Property with Decreasing Just Valuation** by Polsky

Assessment of Property with Decreasing Just Valuation; Proposing amendments to the State Constitution to prohibit an increase in the value of certain assessments for property with a decreasing just valuation and to provide an effective date, etc.

Current Committee of Reference: Senate Finance and Tax

SB 1612 **Electronic Payments Made to Units of Local Governments** by DiCeglie

Electronic Payments Made to Units of Local Governments; Requiring units of local government to accept certain forms of payments; providing an exception; requiring such local governments to accept payments online, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

SB 1614 **Local Government Funding** by Leek

Local Government Funding; Providing that a local governmental entity is not eligible to receive state funds through a local funding initiative request if the local governmental entity was subject to an audit directed by the Legislative Auditing Committee within a specified timeframe; providing an exception; requiring the Legislative Auditing Committee to notify the chairs of each legislative appropriations committee upon voting to direct an audit of a local governmental entity; revising the manner in which a local government is required to spend excess funds, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Appropriations

SB 1628 **Net-zero Policies by Governmental Entities** by Ávila

Net-zero Policies by Governmental Entities; Prohibiting governmental entities from adopting or requiring the adoption of net-zero policies; prohibiting governmental entities from expending government funds to support, implement, or advance net-zero policies; prohibiting governmental entities from imposing taxes, fees, penalties, charges, offsets, or assessments to advance net-zero policies; prohibiting governmental entities from implementing, administering, or enforcing a program that functions as a cap-and-trade program or has such effect, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Finance and Tax

SB 1662 **Prohibited Preferences** by McClain

Prohibited Preferences; Prohibiting executive agencies from using racial or gender set-asides, preferences, or quotas when making certain decisions; revising factors local governments are authorized to consider in making decisions regarding local bids and contracts for public construction works; revising the criteria each agency uses to evaluate professional services; deleting a provision requiring consideration of minority and gender representation when making appointments to the statewide advisory board for the Florida Small Business Development Center Network; deleting provisions requiring that preferences be given to specified entities seeking to attract minority conventions to Florida, etc. Effective Date: 7/1/2026

Current Committee of Reference: Senate Governmental Oversight and Accountability

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SB 1724 **Utility Services** by Martin

Utility Services; Requiring that a new agreement, or an extension, renewal, or material amendment of an existing agreement, to provide certain utility services at retail be in writing; requiring that certain public meetings be held as a condition precedent to the effectiveness of a new or extended agreement under which a municipality will provide specified utility services in other municipalities or unincorporated areas; revising provisions relating to permissible rates, fees, and charges imposed by municipal water and sewer utilities on consumers located outside the municipal boundaries; requiring municipalities that provide specified utility services to report certain information by a specified date, and annually thereafter, to the Florida Public Service Commission, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2026

Current Committee of Reference: No Current Committee

SB 1726 **Housing** by Smith

Housing; Citing this act as the “Real Affordable Housing Relief Act”; deleting provisions prohibiting municipalities, counties, or other entities of local government from adopting or maintaining certain laws relating to rent control; authorizing counties and municipalities to create community land bank programs for a certain purpose; providing requirements for the sale of certain property to land banks; providing conditions for the subsequent resale of property acquired by land banks; requiring the Department of Financial Services to adopt a home resiliency grading scale for a specified purpose; creating the Affordable Housing Construction Loan Program for a certain purpose, etc. Effective Date: July 1, 2026

Current Committee of Reference: Senate Community Affairs

SB 2500	**Appropriations** by Appropriations

Appropriations; Providing moneys for the annual period beginning July 1, 2026, and ending June 30, 2027, and supplemental appropriations for the period ending June 30, 2026, to pay salaries, and other expenses, capital outlay - buildings, and other improvements, and for other specified purposes of the various agencies of state government, etc. APPROPRIATION: $115,025,780,033 Effective Date: Except as otherwise provided herein, this act shall take effect July 1, 2026, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2026, then it shall operate retroactively to July 1, 2026

Current Committee of Reference: No Current Committee

SB 2502	**Implementing the 2026-2027 General Appropriations Act** by Appropriations

Implementing the 2026-2027 General Appropriations Act; Revising the services required to be provided by regional consortium service organizations under certain circumstances; creating the Regional Consortia Service Organization Supplemental Services Program; establishing the Rural Incentive for Professional Educators (RIPE) Program within the Department of Education for a specified purpose; authorizing the Agency for Health Care Administration to submit a budget amendment requesting additional spending authority to implement specified programs and payments, etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2026, or, if this act fails to become a law until after that date, it shall take effect upon becoming a law and shall operate retroactively to July 1, 2026

Current Committee of Reference: No Current Committee

BUC2	**Implementing the 2026-2027 General Appropriations Act** by Budget Committee

PCB BUC 26-02 – Implementing the 2026-2027 General Appropriations Act

Current Committee of Reference: House Budget Committee

BUC1	**General Appropriations Act** by Budget Committee

PCB BUC 26-01 – General Appropriations Act

Current Committee of Reference: House Budget Committee

WMC1	**Taxation** by Ways & Means Committee

PCB WMC 26-01 – Taxation

Current Committee of Reference: House Ways & Means Committee

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AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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:
WSH February Invoices

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
[redacted]

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

March 9, 2026
Invoice # 313767

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/02/26	jjq	Conference Concerning Potential Public Records Exemptions; Review And Analyze Potentially Responsive Public Records; Communicate With Client Re Same	0.50	156.25
02/02/26	siz	Analyze Issues Concerning PRR For Proposed Orders Submitted To Court	0.50	156.25
02/03/26	jjq	Communicate With Mr. Torres And Ms. Hernandez Re Pending Public Records Request	0.20	62.60
02/03/26	jjq	Analyze Potential Exemptions Re PRR-2026-34; Review, Revise, And Redact Documents Re Same; Communicate With Client Re Same	0.50	156.25
02/04/26	jjq	Communicate With Mr. Onorati Re Public Records Request Items; Communications With Client Re Same	0.50	156.25
02/06/26	jjq	Communications With Client Re PRR-2026-34; Review Potentially Responsive Documents Re Same; Finalize Same	0.50	156.25
Total Professional Services			**2.70**	**$843.85**

Invoice Summary

For Professional Services	843.85
For Disbursements Incurred	0.00
Total this Invoice	**$843.85**

Payments Can Be Wire Transferred To:
[redacted]

[redacted]

PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

March 9, 2026
Invoice # 313768

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/01/26	jjq	Research Concerning Responses For Potential Questions And Issues Re Agenda Items; Communicate With Client Re Agenda Inquires; Attend To Matters Re Same	0.80	250.40
02/02/26	jjq	Communications With Client Re Agenda And Meeting Preparation; Review And Revise Proposed Women's History Month Resolution; Communications With Client Re Same	0.60	187.50
02/02/26	jjq	Meetings With Client At Village Hall Re Agenda And Council Meeting Matters; Work From Village Hall; Communications With Client Re Proposed Ordinances And Meeting Items; Review And Analyze Matters Raised In Advance Of Regular Meeting; Prepare for Same; Revise Proposed Legislation; Communications With Client Re Same	2.40	750.00
02/03/26	jjq	Multiple Communications With Client Re Post-Meeting Matters; Communications With Client Re After Meeting Assessment; Research Questions And Inquiries From Regular Meeting; Revise Legislation In Accordance With Meeting Approvals; Communicate With Client Re Same; Follow Up Re Same	1.70	531.25
02/04/26	jjq	Communicate With Client Re Post-Meeting Inquiries	0.20	62.50
02/04/26	cb	Initial Review Of Comments Relating To Draft Ordinance For Certified Recovery Residences	0.60	187.50
02/04/26	cb	Receipt And Review Of Information Remitted In Correspondence Relating To Draft Ordinance For Certified Recovery Residences	0.30	93.75
02/04/26	cb	Attend To Follow-Up Relating To Draft Ordinance For Certified Recovery Residences	0.40	125.00

For Professional Services Rendered

Date		Services	Hours	Amount
02/05/26	jem	Review And Analyze Local Code And Florida Statutes Regarding Campaign Solicitations. Conference Regarding The Same	1.90	593.75
02/05/26	jjq	Communications With Client Re Records Items; Communications With Client Re March Agenda Matters	0.40	125.20
02/06/26	jem	Conference Regarding Client's PAC Funding Disclosure Inquiry	0.70	218.75
02/06/26	cb	Receipt And Review Of Information Remitted In Correspondence Relating To Draft Ordinance For Certified Recovery Residences	0.30	93.75
02/09/26	jjq	Communicate With Client Re Public Comment Matters	0.20	62.50
02/09/26	jem	Other Notes On Charter Review Committee Meeting, January 29, 2026.	1.60	500.00
02/09/26	jjq	Communications With Client Re Committee Member Appointment And Tenure Matters; Research Re Same	0.50	156.50
02/11/26	cb	Prepare For And Attend Meeting With Councilwoman Matson	0.90	281.25
02/11/26	cb	Follow Up On Items From Meeting Regarding Micromobility Inquiries	0.30	93.75
02/11/26	jjq	Conference Concerning E-Bike Regulations And Matters Re Same; Communications With Client Re Same; Review And Analyze Proposed Legislation; Research Re Authority Of Council To Limit Elected Officials In Private Capacity; Communications With Client Re Same; Review, Revise, And Approve Proposed Legislation, Council Memoranda, And Agenda Items; Communications With Client Re Same; Communications With Client Re Issues Raised At Last Meeting And Proposed Legislation; Research Re Same; Follow Up Re Same	2.40	750.00
02/12/26	jjq	Research Concerning Proposed Ordinance Issues For March Agenda; Communications With Client Re Same; Analyze And Follow Up Matters Re Same; Review, Revise, And Approve Proposed Resolutions And Agenda Materials And Backup; Communications With Client Re Post-February Meeting Matters And Potential March Meeting Items; Follow Up Re Same	2.30	718.75
02/13/26	jjq	Conference With Client Re Pending Agenda Items, Potential March Meeting Matters, And Legislative Matters; Review, Revise, And Approve Proposed Agenda Items, Council Memoranda And Backup; Communications With Client Re Same	1.10	343.75
02/15/26	jjq	Analyze Options For Proposed Campaign Contributions Ordinance; Research Options Re Same	0.80	250.00

For Professional Services Rendered

Date		Services	Hours	Amount
02/16/26	jjq	Communications With Client Re Proposed Campaign Contributions Ordinance; Research Concerning Potential Options And Legal Language Re Proposed Single Member Districts From Charter Review Commission; Draft Proposed Change From Districtwide Councilmember Elections To Single Member Representation; Revise Same; Conference Re Same	1.40	437.50
02/17/26	rcp	Review And Revise Charter Amendment And Ballot Question For Single Member Council Seats Attend To Issues And Follow Up Re Same	2.50	781.25
02/17/26	jjq	Review And Revise Proposed Charter Ballot Question And Amendment; Conference Re Same; Review And Revise Proposed Resolutions, Council Memoranda, And Backup Materials; Communications With Client Re Sunshine Law Matters For Charter Review Commission; Review And Approve Proposed Agenda Items, Conference Re Charter Review Commission Meeting Items	2.30	718.75
02/17/26	ram	Review And Analyze Applicability Of Sunshine Law To Charter Review Board Members And Confer With Village Attorney	0.50	156.25
02/18/26	jjq	Research Concerning Retroactive V. Prospective Application Of Potential Charter Amendments; Conference Re Same; Communications With Client Re Charter Review Commission Meeting Matters; Communicate With Client Re Agenda Items; Preparation Re Same; Communicate With Client Re County UDB Discussions; Prepare Resolution Re Same; Review And Revise Proposed Agenda Items And Legislation; Communicate With Client Re Same	2.50	781.25
02/18/26	rcp	Prepare For And Attend Charter Review Commission Meeting	4.50	1,406.25
02/18/26	cb	Follow Up On Items From Meeting Regarding Certified Recovery Residences Draft Ordinance	0.20	62.50
02/19/26	jjq	Communications With Client Re Post-CRC Meeting Items; Conference Re Same; Follow Up Re Same; Research Peafowl Removal Issues; Advise Client Re Same; Review, Revise, And Approve Proposed Agenda Items; Communications With Client Re March Agenda And Meetings; Advise Client Concerning Robert's Rules Matters; Research And Advise Client On Procedural Options And Steps For Legislation Modification; Analyze Village Code Re Agenda Sponsor Regulations; Communicate With Client Re Same; Prepare For And Attend Agenda Review Meeting; Communicate With Client Re Thalatta Vendor Matters; Analyze Issues Re Same	3.40	1,062.50
02/20/26	jjq	Conference With Client Re Additional Potential Legislation; Communicate With Client Re Special Taxing District Matters; Research Re Same; Conference Re Same; Review And Approve Proposed Piggy-Backing Resolution And Council Memoranda; Communicate With Client Re Same	1.40	437.50

For Professional Services Rendered

Date		Services	Hours	Amount
02/23/26	jjq	Prepare For And Attend Agenda Prep Meeting; Communications With Client Re Property Tax Matters; Conference Re Same; Review And Revise Proposed Traffic Calming terms; Communicate With Client Re Same; Analyze Liquidated Damages Matters; Research Robert's Rules Matters And Decorum Issues; Analyze Same; Follow Up Re Same	2.60	812.50
02/23/26	lsl	Review And Analyze Memo From Vice Mayor On Dependent Special Districts	0.50	156.25
02/24/26	jjq	Preparation Of Potential Legislation Re Meeting Procedures; Communicate With Client Re Finalizing Traffic Calming Agreement; Communications With Client Re Agenda Items; Prepare For Regular Council Meeting; Follow Up Re Same	1.90	593.75
02/24/26	lsl	Research Concerning Creation Of Dependent Special Taxing District For Police.	1.50	468.75
02/25/26	jjq	Prepare For And Attend Director's Meeting; Conference With Client Re Pending Service Agreement Matters; Conference With Client Re Proposed Cybersecurity Bills; Review And Analyze Same; Conference With Client Re Committee Matters	2.30	718.75
02/25/26	jem	Review And Analyze Release Form And Develop Analysis Re Same	1.00	312.50
02/26/26	jem	Conference Regarding WLRN Interview Release	0.30	93.75
02/26/26	jem	Conference Regarding Florida Statute 163.3167 And Charter Amendments To Land Development Regulations	0.20	62.50
02/26/26	jjq	Preparation For Regular Council Meeting; Analyze Issues And Questions Which May Arise; Prepare And Follow Up Re Same; Communications With Client Re Agenda Items	1.60	500.00
02/26/26	rcp	Confer Regarding Proposed Charter Amendment Relating To Maximum Development Height	0.20	62.50
02/26/26	akf	Review Correspondence From City Attorney Mr. Quick To Counsel Regarding Release; Review Of Proposed Release; Conference With Concerning Same; Analyze And Revise The Agreement; Prepare Correspondence To Counsel And To Village Attorney	1.00	312.50
02/27/26	jjq	Review And Respond To Inquiries From Councilmember Matson Re Legal Update On Agenda; Review And Analyze Documents To Properly And fully Respond To Same; Communications With Client Re AIPP Selection Logistics And Sunshine Law Requirements; Follow Up Re Same; Review And Analyze Documents And Issues In Preparation For Regular Council Meeting	2.30	718.75
Total Professional Services			**54.50**	**$17,032.10**

Invoice Summary

For Professional Services	17,032.10
For Disbursements Incurred	0.00
Total this Invoice	**$17,032.10**

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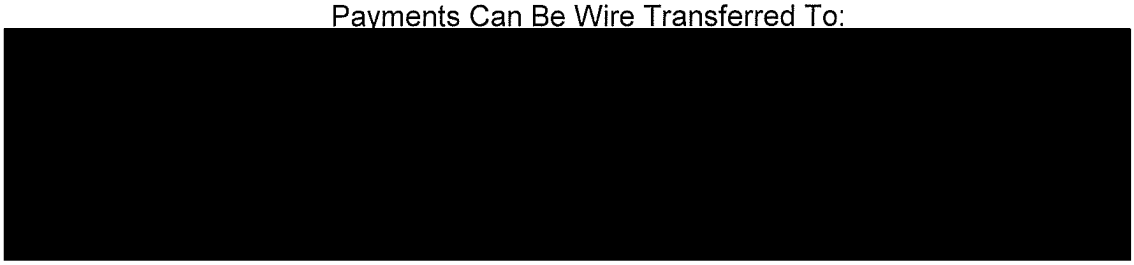

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WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

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

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

March 9, 2026
Invoice # 313769

CLIENT: 2210 - Village of Palmetto Bay
Re: 016 Legislative Matters

For Professional Services Rendered

Date		Services	Hours	Amount
02/02/26	jjq	Communications With Client Re SB 1434 Matters	0.30	93.75
02/04/26	jjq	Conference With Mr. Salzverg Re SB 1434; Review And Analyze Proposed SB 1434 Amendments; Communicate With Lobbyists Re Same	0.60	187.50
02/04/26	eom	Review Draft Urban Infill Bill and Draft Proposed Edits; Correspond re The Same	0.70	219.10
02/05/26	jjq	Conference With Mr. Salzverg Re SB 1434 Matters	0.30	93.90
02/06/26	jjq	Conference With Client Re Proposed State Legislative Bills And Lobbying Matters	0.40	125.00
02/09/26	jjq	Communicate With Mr. Salzverg Re Pending Bills Of Interest; Review And Analyze Proposed Bill Additions; Conference Re Same	0.60	187.50
02/17/26	jjq	Communicate With Lobbyists Re Urban Infill Bill	0.20	62.60
02/23/26	jjq	Communicate With Lobbyists Re Changes To Proposed Bills Potentially Impacting The Village	0.20	62.50
02/27/26	jjq	Review And Revise Lighthouse Agreement; Communicate With Client Re Same	0.30	93.75
Total Professional Services			**3.60**	**$1,125.60**

Invoice Summary

For Professional Services	1,125.60
For Disbursements Incurred	0.00
Total this Invoice	**$1,125.60**

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2800 Ponce de Leon Boulevard
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

March 9, 2026
Invoice # 313770

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/02/26	lad	Review Code Re Parking on Small Parcel and Address Terms of Declaration in Lieu of Unity of Title and Easement and Operating Agreement (17821 S Dixie and 17920 S Dixie Hwy);	0.80	250.00
02/03/26	jjq	Review And Revise Administrative Hardship Ordinance; Research Code, Statutes, And Case Law Re Same; Communicate With Client Re Same; Review And Analyze Proposed Captions For March Zoning Meeting; Communicate With Client Re Same	1.70	531.25
02/04/26	jjq	Communicate With Client Re State Recovery Residence Requirements; Conference Re Same; Review And Analyze Bravo Estates Covenant Agreement For Lots 1 And 2; Review And Analyze Bravo Estates Covenant Agreement For Lots 4 And 5; Communicate With Client Re Bravo Estates Covenants	0.90	281.25
02/06/26	jjq	Communicate With Client Re Recovery Residence Requirements	0.20	62.50
02/10/26	jjq	Review And Revise Administrative Hardship Variances; Communications With Client Re Same	0.50	156.25
02/11/26	jjq	Communicate With Client Re Unity Of Title Matters; Communicate With Client Re Administrative Variance Matters; Analyze Issues Re Christ Fellowship Academy SU-24-003; Research Re Same; Communicate With Client Re Same	1.20	375.00
02/12/26	jjq	Conference Concerning Unity Of Title And Opinion Of Title Matters; Communicate With Client Re Same; Communications With Mr. Garcia-Serra Re Same; Prepare Village-wide Unity Of Title	1.10	343.75

For Professional Services Rendered

Date		Services	Hours	Amount
02/12/26	lad	Review and Revise Unity of Title Form for Westminster Christian Site Plan Application; Confer Re Same	0.70	218.75
02/13/26	jjq	Research Concerning Christ Fellowship Academy SU-24-003; Conference Re Same; Communications With Client Re Same	0.80	250.00
02/17/26	jjq	Review And Analyze Proposed LPA Agenda Items; Communications With Client Re Same	0.40	125.00
02/19/26	jjq	Conference With Client Re Christ Fellowship School Application	0.40	125.00
02/19/26	kme	Receipt And Review Of Unity Of Tile Documents, Search Of Public Record	1.00	312.50
02/19/26	kme	Receipt And Review Of Revised Unity Of Title And Opinion Of Title, Review Of Legal Description Compared To Mortgage In Public Records Search	1.00	312.50
02/19/26	kme	Correspondence Re Requested Revisions For Compliance Of Unity Of Title	0.30	93.75
02/25/26	jjq	Communicate With Mr. Garcia-Serra Re Private School Regulations; Communicate With Client Re Same	0.50	156.50
02/26/26	jjq	Communications With Client Re Christ Fellowship Matters	0.30	93.75
02/27/26	jjq	Communications With Client Re Matters For Upcoming Zoning Meeting	0.30	93.75
Total Professional Services			**12.10**	**$3,781.50**

Invoice Summary

For Professional Services	3,781.50
For Disbursements Incurred	0.00
Total this Invoice	**$3,781.50**

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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
[redacted]

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

March 9, 2026
Invoice # 313771

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/06/26	jjq	Communicate With Client Re Budget Analysis; Review And Analyze Draft Proposal Re Same; Conference Re Same	0.70	218.75
02/23/26	jjq	Research Concerning Miami-Dade Special Taxing District Options; Conference Re Same; Communications With Client Re Same; Analyze Issues Re Same	0.70	218.75
02/24/26	jjq	Prepare For And Attend Conference Re Budget Indexing And State And County Options; Research Concerning Taxing District Regulations, Limitations, And Development	2.80	875.00
Total Professional Services			**4.20**	**$1,312.50**

Invoice Summary

For Professional Services	1,312.50
For Disbursements Incurred	0.00
Total this Invoice	**$1,312.50**

Payments Can Be Wire Transferred To:

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2800 Ponce de Leon Boulevard
Suite 1200
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305-854-0800
Fax 305-854-2323
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

March 9, 2026
Invoice # 313772
Page 1 of 1

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/11/26	jla	Revised Lien Document And Code Enforcement Order	1.00	312.50
02/11/26	jla	Correspondence On Certification Of Liens	0.30	93.75
02/13/26	jla	Reviewed Correspondence From Vanessa Bencomo On Interest Rates For Civil Penalties	0.30	93.75
02/23/26	jjq	Communications With Client Re Lien Matters; Conference Re Same	0.40	125.00
02/26/26	jjq	Conference With Client Re Code Proceedings And Process	0.50	156.25
02/26/26	jla	Prepare For And Attend Meeting With Vanessa Bencomo On Code Enforcement Procedures	0.80	250.00
02/27/26	jla	Drafted Script For Default Hearings	0.90	281.25
Total Professional Services			**4.20**	**$1,312.50**

Invoice Summary

For Professional Services	1,312.50
For Disbursements Incurred	0.00
Total this Invoice	**$1,312.50**

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

March 9, 2026
Invoice # 313774

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/02/26	jjq	Communicate With Client Re Sub-Basin And 184 Street Agreements; Finalize Same	0.30	93.75
02/03/26	jjq	Communications With Client Re Procurement Contract Inquiries And Analysis	0.40	125.00
02/04/26	jjq	Review And Analyze Bid Documents Re Veterans Park; Communicate With Client Re Same	0.50	156.25
02/05/26	jjq	Advise Client Re Procurement Guidelines	0.20	62.60
02/06/26	jjq	Conference With Client Re Procurement Contract Requirements	0.30	93.75
02/10/26	jjq	Review And Analyze RFP 2026-12-003 Inquiry Questions; Review And Analyze Bid Documents Re Same	0.40	125.00
02/16/26	rcp	Review And Analyze Farmers Market Solicitation Issues	0.50	156.25
02/17/26	jjq	Communications With Client Re Monument Sign Purchases; Review And Analyze Procurement Code For Purchasing Requirements, Restrictions, And Options	0.50	156.25
02/18/26	jjq	Review And Analyze Farmer's Market RFP; Advise Re Same	0.50	156.25
02/26/26	jjq	Advise Client Concerning Farmer's Market RFP Public Records	0.20	62.50
Total Professional Services			**3.80**	**$1,187.60**

Invoice Summary

For Professional Services	1,187.60
For Disbursements Incurred	0.00
Total this Invoice	**$1,187.60**

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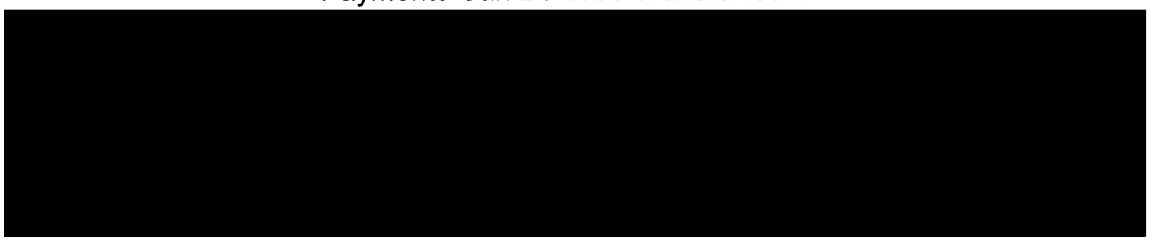

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

March 9, 2026
Invoice # 313775

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/05/26	jjq	Communicate With Client Re Notice Matters	0.20	62.60
02/06/26	jjq	Conference Concerning Elections Filing Matters; Research Re Same; Communicate With Client Re Same	0.70	218.75
02/17/26	jjq	Review And Approve Notice Items; Communications With Client Re Same	0.30	93.75
02/18/26	jjq	Communicate With Client Re Open Public Records Matters	0.20	62.50
02/25/26	jjq	Conference With Client Re Public Records Guidance; Review And Analyze Documents Re Same	0.40	125.00
02/26/26	jjq	Communications With Client Re Pending Agenda Items; Communicate With Client Re Lobbyist Inquiries; Research And Review Code Re Same	0.80	250.00
Total Professional Services			**2.60**	**$812.60**

Invoice Summary

For Professional Services	812.60
For Disbursements Incurred	0.00
Total this Invoice	**$812.60**

Payments Can Be Wire Transferred To:

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Fax 305-854-2323
[redacted]

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

March 9, 2026
Invoice # 313776

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/03/26	jjq	Research Concerning Building And Impact Fee Charges; Conference Concerning Strategy Re Same; Communicate With Client Re Same	1.20	375.00
Total Professional Services			**1.20**	**$375.00**

Invoice Summary

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

Payments Can Be Wire Transferred To:

[redacted]

PLEASE INCLUDE INVOICE NUMBER

AGENDA ITEM NO. 7.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Passport Acceptance Facility Update
SUGGESTED ACTION:	

ATTACHMENTS:
Event Flyer_English
Event Flyer_Spanish

CONGRESSWOMAN
MARIA ELVIRA SALAZAR

U.S. PASSPORT FAIR

THURSDAY, APRIL 9
10 AM - 2:30 PM

WESTCHESTER REGIONAL LIBRARY
9445 CORAL WAY, MIAMI, FL 33165

APPLY FOR A PASSPORT & RECEIVE ASSISTANCE FROM MY TEAM AND AMERICAN PASSPORT SERVICES

IN PARTNERSHIP WITH THE FOLLOWING CITIES:

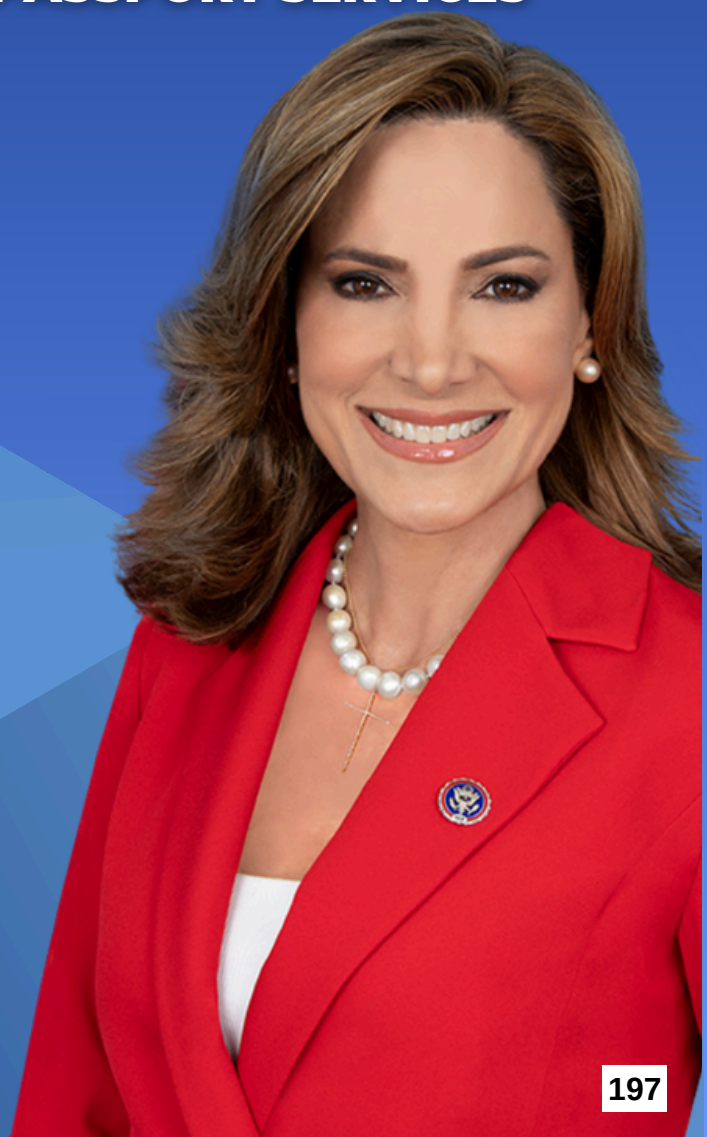
VILLAGE OF PALMETTO BAY EST 2002 FLORIDA

CITY OF CORAL GABLES FLORIDA

WEST MIAMI FLORIDA

CITY OF SWEETWATER GOD · FAMILY · COUNTRY 19 FLORIDA 41

RSVP NOW



CONGRESISTA
MARÍA ELVIRA SALAZAR

FERIA DE PASAPORTES

JUEVES, ABRIL 9
10 AM - 2:30 PM

BIBLIOTECA REGIONAL DE WESTCHESTER
9445 CORAL WAY, MIAMI, FL 33165

APLIQUE PARA SU PASAPORTE Y RECIBA ASISTENCIA DE MI EQUIPO Y DEL SERVICIO DE PASAPORTES DE EE. UU.

EN COLABORACIÓN CON LAS CIUDADES SIGUIENTES:

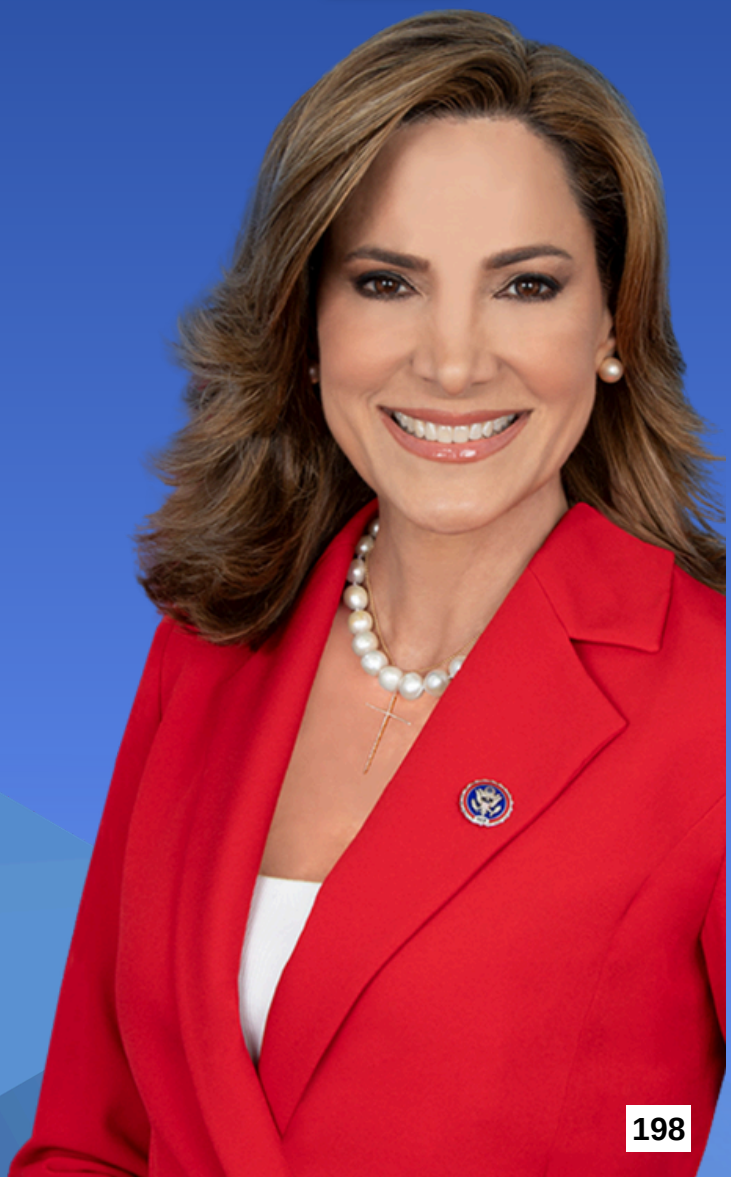
VILLAGE OF PALMETTO BAY EST 2002 FLORIDA

CORAL GABLES FLORIDA

WEST MIAMI FLORIDA

CITY OF SWEETWATER GOD · FAMILY · COUNTRY 19 FLORIDA 41

REGÍSTRESE AHORA



AGENDA ITEM NO. 7.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Member Solicitation: Education Advisory Committee
SUGGESTED ACTION:	

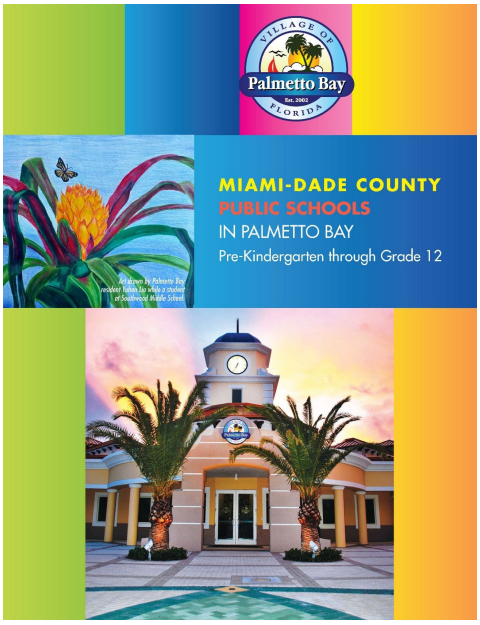
ATTACHMENTS:
Notice-EAC Member Solicitation

COMMITTEE MEMBER WANTED
EDUCATION ADVISORY COMMITTEE ("EAC")

If you are interested in volunteering or becoming more involved in your community, consider joining the Education Advisory Committee. The Village of Palmetto Bay is currently accepting applications for a prospective committee member.

Purpose/Mission:

The Education Advisory Committee formerly known as the Educational Compact Advisory Board entered into an Education Compact with Miami Dade County Public Schools via Resolution 2013-63 on September 9, 2013, to bring together each organization's collective resources for the benefit of the students and residents within the Village.



Members of the Education Advisory Committee are appointed by Palmetto Bay Village Council. This committee serves the Village by reviewing and supporting the terms of the Education Compact that was entered into between the Village and Miami-Dade County Public Schools and is bound by the State of Florida Sunshine Laws. This board meets, at a minimum, the last Tuesday of every month at 6:30 p.m. at Village Hall Municipal Center, except for holidays observed by MDCPS.

Membership/Qualifications:

The committee is to be composed of five (5) members. The members shall have experience, training, or knowledge in the field of Education. Appointees must be residents of the Village, with the exception of a registered Dade Partner, and cannot be members of any other Village Board, Committee, or Task Force. Appointees must have at least one criteria from the following categories:

(i) a resident who is a parent with a child currently attending a public school in the Village;
(ii) a resident who has taught for a minimum of three (3) years in a MDCPS public school in Miami-Dade County;
(iii) a business owner in the Village that is a registered Dade Partner with a public school in the Village;
(iv) a resident with a Bachelor's Degree, or a Master's Degree in Education, Educational Leadership or related education degree and is currently working in or retired from MDCPS.

Residents interested in applying to serve on the EAC must provide a resume, a list of qualifications including the submittal of an Advisory Board/Committee Application to the Office of the Village Clerk at: clerk@palmettobay-fl.gov. The application can be obtained from the Village Clerk or on the Village website at: www.palmettobay-fl.gov.

For additional information and/or inquiries, please contact Missy Arocha, Village Clerk at (305) 259-1234, or via email to: clerk@palmettobay-fl.gov.

AGENDA ITEM NO. 7.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Member Solicitation: Education Advisory Committee
SUGGESTED ACTION:	

ATTACHMENTS:
Notice-PRC Member Solicitation

COMMITTEE MEMBER WANTED
PARKS & RECREATION COMMITTEE ("PRC")

Interested in volunteering and getting involved in your community? Join the Parks & Recreation Committee. The Village of Palmetto Bay is now accepting applications for a prospective committee member.

Purpose/Mission:

The mission of the Parks & Recreation Committee is to provide recommendations to the Village Council regarding village parks and recreation levels of service and in matters of community engagement and public awareness.



The State of Florida Sunshine Laws and Public Records Law binds this committee. The committee meets, at a minimum, the first Thursday of every month at 6:00 p.m. at Village Hall Municipal Center.

Qualifications/Membership:

Prospective committee members must be a resident of the Village, be employed with the Village, or own a business located in the Village and shall serve a two-year term once appointed. The committee comprises at least five members, and the Village Council shall each have one appointment.



Residents interested in applying to serve on the PRC must submit an Advisory Board/Committee Application to the Office of the Village Clerk at: clerk@palmettobay-fl.gov. The application can be obtained from the Village Clerk or the Village website at: www.palmettobay-fl.gov.

For additional information and inquiries, please contact Missy Arocha, Village Clerk, at (305) 259-1234 or at clerk@palmettobay-fl.gov.

www.palmettobay-fl.gov

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Art-in-Public Places Advisory Board Meeting (January 20, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes_AIPP-2026-20-01

Art in Public Places Advisory Board
In-Person Meeting Agenda
Village Hall
1st Floor Conference Room
9705 East Hibiscus Street, Palmetto Bay, FL 33157
January 20th, 2026, at 6:00 PM

AGENDA

I. Roll call and acknowledgement of visitors.

- Chair Gary Traczyk called the meeting to order at 6:41pm.
  - i. *Board Members Present*
    1. Gary Traczyk, Richard Cohen, Pamela Gorman.
  - ii. *Board Members Absent*
    1. Patricia Rodriguez, Susan Feldman.
  - iii. *Councilmembers Present*
    1. Steve Cody-*Council Liaison*
    2. *Marsha Matson- Councilmember*
  - iv. *Staff Present*
    1. Andrea Candelaria-*Sustainability & Resiliency Planner & AIPP Staff Liaison*
  - v. *Members from the Public Present*
    1. None

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

- Board Member Pamela Gorman made a public comment about using the AIPP funds to invest into the market. Staff liaison Andrea Candelaria mentioned that because the AIPP ordinance specifically dictates the use of the funds to be used only for public art. Pamela Gorman received agreement from the Board to investigate it further.

III. Approval of Meeting Minutes- October 8th, 2025.

- Board Member Rick Cohen motioned, Chair Gary Traczyk seconded, all voted in favor.

IV. Old Business

- *Call to Artist SW 152 Street & Old Cutler Road Traffic Circle*
  - i. Staff Liaison Andrea Candelaria mentioned that so far in the process, there have been forty-nine (49) applications submitted. She has received multiple phone calls about the application and more details on the process.
  - ii. Chair Gary Traczyk mentioned that to explore the different artists that apply and how they plan to create, form, and execute the project. He went on to say there could be contractors that simply apply and are not necessarily artists.
  - iii. Board Member Rick Cohen mentioned that he received only one reply from Councilmember Matson on the feedback from the Call to Artist application.

V. Discussion of agenda items

- *Perrine Community House Art Exhibits*

i. Board Member Rick Cohen started the discussion on the availability of the Perrine Community House for artists. He mentioned that sometimes the Perrine House is not as accessible to the public as it could be.
ii. Staff Liaison Andrea Candelaria mentioned that the schedule of availability for the Perrine House depends on the number of events scheduled. She also said that each Saturday of every month is reserved for an artist's exhibition and asked if the Board wished to change that, perhaps collaborating with Art South to provide more art exhibitions and more advertisement of exhibitions.

VI. New Business

- Councilmember Marsha Matson mentioned how art benches play a role in communities in the country and can be explored to be brought to Palmetto Bay, specifically in parks.
- Chair Gary Traczyk mentioned that this idea was briefly brought up a few years ago.
- Staff Liaison Andrea Candelaria mentioned that the new plastic bench from the plastic bags was recently installed and can be designed as a pilot program for a newly designed bench.
- Chair Gary Traczyk mentioned that students and teachers of the community could be apart of the process.

VII. Requests for assistance to Village Council and Village Manager.

- Chair Gary Traczyk mentioned that perhaps if the AIPP Board wishes to pursue the art benches that could be something Councilmember Steve Body brings to Council.
- Councilmember Steve Cody that the Youth Community Involvement Task Force brought up a similar idea of the concept of Buddy Benches.

VIII. Selection and list of discussion for next meeting scheduled for March 12th, 2026, at 6:00 PM.

- Board Member Pamela Gorman had the applications for the agenda next meeting.
- Staff Liaison Andrea Candelaria suggested that Wednesday, March 18th, 2026 at 6:00pm could be better for the next meeting. All Board Members agreed. She will follow up with the Village Clerk to change the meeting date in accordance with the Board's availability.

IX. Adjournment

- Chair Gary Traczyk motioned to adjourn, Board Member Pamela Gorman seconded, all voted in favor.
- Meeting adjourned at 7:27 pm.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Charter Revision Commission Meeting (February 18, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-CRC-2026-02-18

Minutes of Village of Palmetto Bay Charter Revision Commission
February 18, 2026

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

Others Present: Acting Village Clerk Melissa Dodge, Roger Pou (Village attorney), Gary Pastorella (resident), Steve Cody (council member).

1. Call to Order: Meeting was called to order at 6:02 p.m. by acting clerk. Chair Levy called for roll call. All members of Charter Revision Commission present.

2. Public Comments: None.

3. Minutes: Minutes of prior meeting on January 29, 2026 were approved as circulated.

4. Old Business:

a. Attorney Pou advised that research was conducted into USDA property and specifically whether charter could create a funding source to bind the Village to buy the property from USDA, and compel USDA to convey to Village. Attorney advised that we could not bind the USDA. Village would need to approach USDA at time property is declared surplus by USDA, if ever. Separately, question raised by Mayor Stanczyk regarding zoning property (or other similar large acreages) to preserve as open space. Attorney advised that zoning is a quasi-judicial process and would require a quasi-judicial hearing at the time.

b. Question raised by Mayor Stanczyk regarding whether CDMP's land use map could be amended to ensure the USDA property (and other large tracts) remains open land. Attorney to research map.

c. Chair Levy asked whether aspirational statement could bind future councils. Attorney said no such mechanism exists.

d. Chair Levy asked about the ballot language that was proposed at last meeting. Attorney will work on specific ballot language to adopt as strongly as possible language regarding the interest of Village residents in the acquisition of the property and retaining it as open space or park. Attorney Pou will bring to next meeting proposed language based on what was approved.

e. Right to be heard proposal. This has already been adopted. Attorney Pou to draft final version.

5. Discussion of Agenda Items:

a. Single Member Districts: Language proposed by Attorney Pou. Mayor Stanczyk spoke in opposition to the proposal because she believes we are a small village and this will complicate the voting process. Member Tannebaum believes that it would be appropriate to let voters consider it even though its wisdom is subject to reasonable debate. This proposal was on the ballot once before and failed. Mayor Stanczyk believes it will overwhelm our voting department. Council Member Cody stated the process can be complicated due to one person one vote requirements, as he just witnessed in participating in a similar process in Palm Beach County. Council member Cody said that a municipality would typically take census data to try and ensure that districts are appropriately represented. Unanimously adopted to forward to voters.

b. Question raised by Attorney Pou about other items proposed by member Schwiep. Referred to adopted minutes which reflect items approved for final drafting.

6. New Business:

a. Building Height Restrictions: Mayr Stancyzk proposed adding a provision to limit all buildings in the Village to no more than 45 feet. Member Zisman asked if there were two different heights—for commercial and residential. Broad discussion ensued about whether the provision would be overridden by Florida Live Local law and County RTZ rules. Attorney Pou is to conduct some research and get back to us on how this

provision would interact with these State and County ordinances.

b. Outside Employment for Manager: Mayor Stanczyk believes that it is important to prohibit the manager from engaging in outside employment. Member Tannebaum believes provision is overbroad. Member Schwiep agreed with member Tannebaum. Mayor Stanczyk pointed out that in the past this was egregiously violated. Attorney Pou said County has conflict rules that apply to Village. Attorney Pou also pointed out that Florida law applies to Village and bars conflicts. Member Stanczyk moved its adoption. Motion failed for lack of second.

c. Mayor as Spokesperson: Mayor Stanczyk proposed language to designate the Mayor as the spokesperson regarding policy statements to the public. Broad discussion had about wisdom of this position. Mayor Stanczyk said using title of council member to make political statements is problematic issue. Member Tannebaum asked for an example of what this was meant to correct. Mayor Stanczyk said she is concerned about misstatements. Member Schwiep raised constitutional concerns. Item was not moved forward; no vote taken since motion not made.

d. Council Oath Issue: Presented by Mayor Stanczyk to adopt a more specific oath requirement. Item was not moved forward; no vote taken since motion not made.

e. Antikick Back Provision: Mayor Stanczyk presented the item. Attorney Pou advised that this is already prohibited by State law. Member Tannebaum stated his view that this is also violative of federal law. Attorney advised that law should be enforced. Item was not moved forward; no vote taken since motion not made.

f. For Cause Termination Only: Mayor Stanczyk moved an item about for cause termination only. Member Schwiep noted that reasonable minds could differ, but spoke in opposition to the provision. Last attorney for Village, had a for cause provision in

contract. Village had to buy out the contract because there was a dispute regarding whether Village could demonstrate cause. Member Zisman said council should be able to write contract for manager that suits their needs. This Commission cannot anticipate every possible situation. Mayor Stanczyk moved the item. Motion died for lack of second.

7. Schedule Moving Forward: Meeting for March 25 is rescheduled to March 31 at 6 PM.

8. Adjournment: Motion made by member Zisman to adjournment.

Meeting adjourned at 7:35 p.m.

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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, REGARDING COUNCIL COMMITTEES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY AT SECTION 2-46, "COMMITTEES," TO REVISE AND AMEND PROVISIONS RELATING TO THE ESTABLISHMENT, COMPOSITION, DUTIES, AND PROCEDURES OF COUNCIL COMMITTEES; PROVIDING FOR CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson and Co-Sponsored by Village Clerk Missy Arocha) (Passed on First Reading-March 2, 2026, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Revising Committees Code Section

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING COUNCIL COMMITTEES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY AT SECTION 2-46, "COMMITTEES," TO REVISE AND AMEND PROVISIONS RELATING TO THE ESTABLISHMENT, COMPOSITION, DUTIES, AND PROCEDURES OF COUNCIL COMMITTEES; PROVIDING FOR CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson and Co-Sponsored by Village Clerk Missy Arocha)*

WHEREAS, the Village Council of the Village of Palmetto Bay has established advisory boards and committees to assist the Council by providing research, recommendations, and community input on matters of public interest; and

WHEREAS, Section 2-46 of the Village Code of Ordinances currently governs Council committees; and

WHEREAS, the Village Council desires to modernize, revise, and amend provisions relating to Council committees to ensure consistency, transparency, and operational efficiency; and

WHEREAS, the Village Council finds that updating these provisions serves a valid public purpose and promotes good governance.

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 true and correct and incorporated as if set forth in full.

Section 2. Amendments to the Code.

Section 2-46 "Committees" of the Village Code of Ordinance is hereby amended to read as follows:

Chapter 2 – Administration

Article II – Council

Division 2 – Meetings

Section 2-49 – Committees.

(e) ~~*Village heritage* committee.~~

~~(1) Mission: To explore the heritage and history of the village and advise on how to best incorporate this history and heritage into village events.~~

~~(2) Advisory scope to review the following:~~

~~a. To report, no later than the regular village council meeting on the first Monday of July 2022, on how the village should incorporate the history and heritage of the village into the village's 20th year anniversary~~

~~(3) Notwithstanding any other provision of this chapter, the committee shall consist of five members, one each appointed by each member of the village council, and the chairperson and secretary of the committee shall be elected by the committee members.~~

~~(4) Notwithstanding any other provision of this chapter, committee members may simultaneously serve on any other village advisory committee.~~

~~(5) The committee shall cease to exist immediately following their post celebration assessment meeting following the anniversary celebration to make observations and assess outcomes for the permanence of the event.~~

* * *

Chapter 2 – Administration

Article II – Council

Division 3 – Advisory Boards or Committees

Section 2-55 – Boards and committees and missions and scopes identified.

The following boards and committees are hereby created, with the corresponding objectives:

(1) Parks and Recreation Committee.

a). Mission/Purpose: To provide recommendations to the village council in matters of village parks and recreation levels of service; and to provide recommendations to the village council in matters of community engagement and public awareness.

b). Advisory scope: To review the following:

i. State of the parks' structures.
ii. State of the parks' recreational facilities.
iii. Recreational programming and fees.
iv. Parks accessibility.
v. Parks safety.

~~c). Notwithstanding any other provision of this Ordinance, all members of the Parks and Recreation Committee and all members of the Community Outreach Committee on the effective date of this amendment are automatically members of the Parks and Recreation and Community Outreach Committee. Membership shall be reduced to the otherwise authorized number for a member through attrition and expiration of membership.~~

(2) Resiliency Committee.

a). Mission/Purpose: To identify, study, and recommend policies and programs that strengthen the Village's sustainability and resiliency and to develop a report that identifies short, mid and long-term projects to reach that goal. The committee is to address matters such as sea level rise, drinking water, canals, stormwater, coastal ecology, architecture mitigation, septic to sewer, flood mitigation, natural habitats, and the preservation of Biscayne Bay.

b). Advisory Scope: To review the following:

i. identify, study, and recommend policies and programs that strengthen the Village's sustainability and resiliency

ii. to develop a committee report that identifies short-term, medium-term, and long-term projects that will make the Village a more sustainable and resilient municipality

iii. prioritizing natural and/or structural improvements within the Village

* * *

Chapter 2 – Administration

Article II – Council

Division 3 – Advisory Boards or Committees

Section 2-57 – Membership Appointment.

(b) The village council shall appoint a non-voting council liaison to each board or committee via Resolution. Administration shall appoint a non-voting staff representative to each board or committee at the discretion of the Village Manager. The mayor shall be a non-voting honorary liaison to each board or committee. Council liaisons are not members of the committee and shall participate on the same status and terms as members of the public. The duties of the council liaison are as follows:

(1) The council liaison is the intermediary between the council and the committee.

(2) The council liaison should regularly attend his or her assigned committee meeting to strengthen the relationship between it and the council.

(3) The council liaison makes sure the committee has the information it needs to function accordingly.

(c) The council must, by Ordinance, specify any additional structures or procedures for the advisory committees and boards covered by this chapter, including increasing the size and specifying the method of appointment for additional members.

(d) ~~It is recommended that~~ a councilmember ~~does not~~ shall-not appoint an individual to a board or committee who already serves on one or more boards or committees.

* * *

Chapter 2 – Administration

Article II – Council

Division 3 – Advisory Boards or Committees

Section 2-65 – Agenda

(b) The agenda format for all subsequent meeting, within ~~three~~ ten business days after the conclusion of an advisory board or committee meeting, the chairperson or secretary of the board or committee shall submit to the village clerk the meeting minutes and the next meeting agenda as prepared by the chair.

* * *

Chapter 2 – Administration

Article II – Council

Division 3 – Advisory Boards or Committees

Section 2-67 – Voting

Each committee member shall be entitled to one vote on matters coming before the committee. The committee shall act as a body in

making its decisions. No member present at a meeting may abstain from voting except in cases of conflict of interest, as provided in Florida Statues and the Miami-Dade County Code of Ethics. A member must be present to vote. Proxy votes shall not be permitted. Remote attendance shall not be allowed by advisory board or committee members.

* * *

Chapter 2 – Administration

Article II – Council

Division 3 – Advisory Boards or Committees

Section 2-70 – Records.

a) Minutes of all committee meetings shall be recorded by secretary and shall be available for public inspection. The secretary shall forward all approved minutes to the village clerk's office within ~~three~~ ten business days following the meeting. Once approved, the village clerk shall archive all meeting minutes and post same on the village's website until at least three months post sunsetting the board or committee. If the recording Secretary is absent, the members of the advisory board or committee who are present shall select an interim Recording Secretary to prepare the minutes.

~~b) Live streaming and a video recording of each board or committee meeting shall be taken. The village manager shall publish the video recording on the village website within 24 hours of each meeting.~~ A video recording of the meeting shall be made available for public inspection and maintained by the Village in accordance with applicable public records requirements.

c) Board or committee members shall receive notification of village activities and events through the village's online newsletter (Village@Work) via email sent by the village manager.

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 2nd day of March, 2026.

PASSED AND ADOPTED ON SECOND READING this 6th day of April, 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	YES
Council Member Steven Cody	YES
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	___
Council Member Steven Cody	___
Council Member Marsha Matson	___
Vice-Mayor Mark Merwitzer	___
Council Member Patrick Fiore	___

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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, REGARDING COUNCIL DISCUSSION; AMENDING THE CODE OF ORDINANCES AT SECTION 2-49(A), "COUNCIL DISCUSSION, PUBLIC PARTICIPATION AND DECORUM", BY ESTABLISHING A TOTAL TIME LIMIT FOR EACH COUNCILMEMBER'S QUESTIONS AND DISCUSSION DURING A MEETING; SUPERSEDING AND REPEALING ORDINANCE 2026-02; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Repealing Ordinance #2026-02

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING COUNCIL DISCUSSION; AMENDING THE CODE OF ORDINANCES AT SECTION 2-49(A), "COUNCIL DISCUSSION, PUBLIC PARTICIPATION AND DECORUM", BY ESTABLISHING A TOTAL TIME LIMIT FOR EACH COUNCILMEMBER'S QUESTIONS AND DISCUSSION DURING A MEETING; SUPERSEDING AND REPEALING ORDINANCE 2026-02; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, Article II, Division 2 of the Code of Ordinances prescribes the rules and procedures to be followed at meetings of the Mayor and Council; and

WHEREAS, Section 2-49 of the Code addresses, among other matters, Council discussion of items on the Agenda; and

WHEREAS, Section 2-49(a) currently allows for "unlimited" discussion except as determined by a majority of the Council; and

WHEREAS, recent prolonged meetings of the Council have necessitated agenda items to be carried over for one or more subsequent meetings; and

WHEREAS, recent public comments have also indicated a desire amongst the public to create a limit on Council discussion of items; and

WHEREAS, while the Village has, at Section 2-48(j) of the Code, adopted Robert's Rules of Order governing procedural aspects of Council meetings, the Council's specific Rules of Debate take priority over Robert's Rules; and

WHEREAS, while Robert's Rules allow Councilmembers two (2) ten-minute periods of debate, the Council wishes to establish a total of ten (10) minutes for each Councilmember to use for Questions and Discussion during a meeting, allocable across all agenda items at the Councilmember's discretion; and

WHEREAS, the Mayor and Village Council previously enacted Ordinance 2026-02 addressing Councilmember discussion time, and now wish to supersede and repeal that Ordinance and replace it in its entirety with the provisions set forth herein.

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 true and correct and incorporated as if set forth in full.

Section 2. Amendments to the Code.

Section 2-49(a) "Discussion by councilmembers" of the Village Code of Ordinances is hereby amended to read as follows:

Chapter 2 – Administration
Article II – Council
Division 2 – Meetings
Section 2-49 - Council discussion, public participation and decorum.

(a) ~~Discussion by councilmembers shall be unlimited except as determined by a majority of the council.~~ *Discussion by councilmembers.* Each councilmember shall be afforded a total of ten (10) minutes for Questions and Discussion during a meeting, which time may be allocated across any agenda items at the councilmember's discretion. ~~Each councilmember shall be afforded ten (10) minutes to discuss an agenda item. A councilmember may transfer any unused time to another councilmember for discussion.~~ This total time limit may be extended by a majority vote of the Council. Subject to the total time limit set forth above, the councilmember who sponsors an item shall be afforded the privilege to close with rebuttal. A member, once recognized by the mayor, shall direct all comments or questions on the item being discussed to the mayor only. Councilmembers shall not engage in cross-conversation with other members or with the public. Councilmembers shall not interrupt another member who has the floor. The mayor shall not unreasonably withhold or delay recognition of any member of the council desiring to speak. The mayor shall recognize other members of the council in rotation and not call on any member a second time or subsequent time until all members shall have had an opportunity to speak. During the meeting, timekeeping shall be the responsibility of the

Village Manager, who may further assign the task to staff to ensure consistency and effective meeting management.

* * *

Section 3. Supersession and Repeal of Ordinance 2026-02. Ordinance 2026-02, enacted on February 2, 2026, is hereby superseded and repealed in its entirety and replaced by the provisions of this Ordinance.

Section 4. 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 5. 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 6. 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 7. 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:

_____

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 ___

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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 COUNCIL MEETING PROCEDURES; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH SPEAKER REGISTRATION REQUIREMENTS AND CONSENT AGENDA PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Meeting Procedures

ORDINANCE 2026-___

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 TO ESTABLISH SPEAKER REGISTRATION REQUIREMENTS AND 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 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 5:00 PM ~~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, 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:

_____

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. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2026

SUBMITTED BY: Missy Arocha, Village Clerk's Office

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE HOSTING OF A VILLAGE-WIDE INFORMATIONAL WORKSHOP FOR RESIDENTS CONSIDERING FUTURE CANDIDACY FOR PUBLIC OFFICE IN CONNECTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION; EXPRESSING THE VILLAGE'S DESIRE TO COLLABORATE WITH THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR WORKSHOP CONTENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

SUGGESTED ACTION:

ATTACHMENTS:

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Andrea Candelaria, Village Manager's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY & RESILIENCY; ESTABLISHING THE KEEP AMERICA BEAUTIFUL PROGRAM IN THE VILLAGE OF PALMETTO BAY AND REQUESTING THE RESILIENCY COMMITTEE SERVE AS THE COMMITTEE FOR KEEP PALMETTO BAY BEAUTIFUL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*
SUGGESTED ACTION:	

ATTACHMENTS:

RESO-KeepPBBeautiful.docx
KeepPBBeautiful Memo.doc
Attachment A-PB Affiliate Letter.pdf
Attachment B-AffiliateApp26.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY & RESILIENCY; ESTABLISHING THE KEEP AMERICA BEAUTIFUL PROGRAM IN THE VILLAGE OF PALMETTO BAY AND REQUESTING THE RESILIENCY COMMITTEE SERVE AS THE COMMITTEE FOR KEEP PALMETTO BAY BEAUTIFUL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

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

WHEREAS, the Village of Palmetto Bay desires to improve the physical quality of community life; and

WHEREAS, a clean environment contributes to the emotional, physical and economic well-being of our citizens; and

WHEREAS, Keep America Beautiful, Inc. is a leading national non-profit organization which envisions a country where every community is a clean, green and beautiful place to live; and

WHEREAS, Keep America Beautiful provides expertise, programs and resources to help people prevent litter, reduce waste, increase recycling, and protect the natural beauty of the areas around us; and

WHEREAS, the Affiliate program, developed by Keep America Beautiful, Inc. will assist greatly in educating our community about littering behavior, waste handling, and beautification, and thereby enhance community appearance and economic development; and

WHEREAS, the Village wishes to establish "Keep Palmetto Bay Beautiful" as a program within the already existing Resiliency Committee to promote litter prevention education, recycling education and beautification efforts, in which compliments its current and ongoing resilience programs; and

WHEREAS, Keep Palmetto Bay Beautiful will ensure a healthy, clean and beautiful community for all residents and future generations to come; 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. Recitals. The above recitals are incorporated as if set forth in full.

Section 2. Organizational Support. The Village Council hereby endorses the organization, and supports the participation with Keep America Beautiful, Inc.

Section 3. Establishment of Program. The Village Council hereby establishes the "Keep Palmetto Bay Beautiful" program in the Village.

Section 4. Designation of Community Team. The Village Council hereby designates the Palmetto Bay Resiliency Committee as members of the Village's Community Team for purposes of the of "Keep Palmetto Bay Beautiful" program.

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

PASSED and **ADOPTED** this 6th day of April 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 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 _____

To: Honorable Mayor and Village Council

Date: April 6th, 2026

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner

Re: Keep Palmetto Bay Beautiful Program Establishment

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY & RESILIENCY; ESTABLISHING THE KEEP AMERICA BEAUTIFUL PROGRAM IN THE VILLAGE OF PALMETTO BAY AND REQUESTING THE RESILIENCY COMMITTEE SERVE AS THE COMMITTEE FOR KEEP PALMETTO BAY BEAUTIFUL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change. Because clean environments contribute to the emotional, physical and economic well-being of citizens, the Village wishes to establish a program that actively monitors and reduces litter in the community.

Keep America Beautiful, Inc. is a leading national non-profit organization which envisions a country where every community is a clean, green and beautiful place to live. Through Keep America Beautiful, the Village would become an “affiliate program” that will assist greatly in educating the community about littering behavior, waste handling, and beautification, and thereby enhance community appearance and economic development. This Resolution will establish “Keep Palmetto Bay Beautiful” as a program within the already existing Resiliency Committee to promote litter prevention education, recycling education and beautification efforts, in which compliments its current and ongoing resilience programs. The cost for this program would entail a one-time certification cost of $1,650; however, Keep Florida Beautiful (Florida Affiliate), would sponsor half the cost. The remaining fee of $825.00 would be the total cost for the establishment of the program. The Annual Affiliation Fee would cost the Village $187.00 annually.

RECOMMENDATION:

Village Staff recommends the Mayor and Village Council approve the proposed resolution.

FISCAL IMPACT:

The fiscal impact the Village will incur will be a one-time fee of $825 for the program establishment and an $187 annual fee of affiliation.

ATTACHMENTS:

A. Palmetto Bay Affiliate Letter
B. Palmetto Bay Affiliate Application 2026

(209) 817-5036
scarpenter@keepfloridabeautiful.org
P.O. Box 13448 Tallahassee, FL 32317

February 12, 2026

Andrea Candelaria
Sustainability & Resiliency Planner
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Ms Candelaria:

As discussed, below is the cost breakdown for the Village of Palmetto Bay to become an affiliate of Keep America Beautiful (KAB) and, in turn, an affiliate of Keep Florida Beautiful (KFB).

Affiliate Costs

- One-Time Certification Fee: $1,650
  - Keep Florida Beautiful will cover 50% of this cost.
- Annual Affiliate Fee (based on a population of 25,000): $187.00

Annual Expectations for Keep Palmetto Bay Beautiful

- KAB Annual Report
- KFB Quarterly Reports
- Litter Control Index

Benefits of Joining KAB and KFB

- Networking and professional development opportunities
- KFB Annual Conference and KAB Annual Summit invitations
- KFB Regional Meeting invitations
- Grant opportunities

Keep Florida Beautiful looks forward to supporting the Village of Palmetto Bay as they establish Keep Palmetto Bay Beautiful. If you have any questions, please do not hesitate to reach out.

Regards,

Sherry Carpenter
Executive Director

Sherry Carpenter

INSTRUCTIONS FOR MIGRATION APPLICATION

The Migration Application

The Migration Application is for Communities who already have an existing infrastructure that may easily be transformed into a Keep America Beautiful (KAB) Affiliate. The decision for a Community to be able to follow the Migration Application process will be determined after a call of introduction with the Community, KAB and the State affiliate if applicable, and after the Community submits the Migration Application. An email will confirm the application has been accepted and will include a Purchase Order Number for payment of the One-Time Migration Application Fee.

The Migration Application Process

Step 1: Submit this completed migration application along with the required letters of support and the other required documents listed in Sections 4 and 5 of the Application in one PDF to KAB at mcoffey@kab.org. More information on filling out the application can be found on Page 2.

Step 2: If the application for migration is accepted, KAB will provide a Purchase Order number and an invoice of **$1,650 for the one-time Migration Application Fee** to the Applicant name provided. Once the payment has been made, KAB, the state level affiliate if applicable, and the Community will plan the virtual Community Training.

The Training Process

As part of the application, we request that the Applicant work with their current board/committee/commission and/or identify a group of community representatives to assist in the process to form the affiliate to be known as the Community Team. This group will meet for two trainings: Community Training & Affiliation Training.

The Community Training

During this training, members will be assigned to a task group where they will complete tasks. Many of these tasks required may or may not already be completed based on the

amount of paperwork submitted with this application. (Please see Section 5 – Other Organizational Documents & Materials for further information.) If the documents and materials are not provided and/or do not exist, then the following task groups include:

- Organizational Structure
- Community Appearance Index – Litter Index
- Focus Area Survey
- Observations & Recommendations

The work for each of these tasks may include research, surveys, financial statements, and more to complete the Affiliation Certification Report.

After the Community Training, the Community Team will have one-year to complete the Affiliation Certification Report. Monthly Reports are required as part of the process and should be submitted to the State Affiliate when applicable, and KAB. A template of this report will be shared with the Community Team Leader at the end of the Community Training.

The Affiliation Training

Once the Affiliation Certification Report is completed, the Community Team, the state affiliate when applicable, and KAB will come together virtually for the Affiliation Training. This workshop training will serve as a strategic planning session to layout the next 1 to 3 years. At the end of this training, we will celebrate the community officially joining the KAB network.

The information below should be used to assist with the completion of the Affiliate Migration Application when filling out for submission to KAB.

Filling Out the Affiliate Application

The information below should be used when filling out the Affiliate Application.

Team Leader

Each Community Team must have a Team Leader. The Team Leader must be a good manager and a results-oriented leader. The Team Leader will:

- Hold Team members accountable for assigned tasks,
- Supervise arrangements for Team meetings, and

- Submit monthly progress reports to KAB and State Leader (if applicable).

Community Team

The Community Team shall consist of:

- Six to nine members (an entire existing board/committee may serve as members)
- Members serve on one to two of three task groups following the Community Training
- Representatives from business, government, and civic sectors with knowledgeable in the following areas:
  - Business and organizational administration and governance
  - Financial management
  - City/County government
  - Geography of the community
  - Existing team(s) focused on ending littering, waste reduction, and beautification

Each team member must commit to attend a 3-hour Training Workshop. The Team members will be assigned tasks at the end of training and shall agree to accomplish assigned tasks within the necessary time to meet the certification needs for affiliation.

The following task group profiles are provided to assist you in identifying people to serve on the Community Team, if your current board/committee/commission does not include individual to fulfill the role(s).

Organizational Structure Task Group*

Team members will be responsible for creating the organizational structure and administration to ensure the long-term success for the affiliate. Affiliates are typically either formed as part of a government entity or form as a nonprofit. KAB provides templates for all documents. The Organizational Structure Task Group will be responsible for the following items in addition to others to be explained during the training process:

Governance Documents

- Draft documents and submit to Team and/or government for approval
- Articles of Incorporation and Bylaws (if applicable nonprofit corporation)
- Resolution/Executive Order/Ordinance (if applicable government entity)

Identity

- Mission Statement
- Logo Design (KAB provides base logo; must follow KAB's One-Shared Brand)

Administration

- Determine board member roles & responsibilities
- Member recruitment
- Executive Director job description
- Design one-year operational budget

*A qualifying organization using the migration affiliation process will submit all applicable documents from the list above. This list is provided on the migration application.

Community Appearance Index – Litter Index Task Group

The Community Appearance Index – Litter Index Task Group will be responsible for overseeing the completion of the Litter Index. The Litter Index is a visual assessment of the litter in your community.

Some Litter Index Tasks:

- Prepare local scoring map
- Enlist three to six volunteers to perform the Litter Index
- Conduct Index and compile data
- Report Data in the Affiliate Hub

Focus Area Survey Task Group

The Focus Area Survey Task Group will be responsible for completing the Focus Area Survey, a fact-gathering document that examines current educational programs relating to litter prevention, beautification and community greening, and waste reduction; existing ordinances and enforcement practices; and available resources and tools related to the pillars of KAB. City or county governmental representatives are especially suited for this area of work.

Some Focus Area Survey Tasks:

- Identify relevant resources in government agencies, businesses and civic organizations
- Complete and compile survey

Observations & Recommendations Task Group

The Observations & Recommendations Task Group will be responsible for completing the Observations & Recommendations Questionnaire, a reflection document that examines what the Community Team can recommend in terms of affiliate activities, programs, and other needs based on the observations throughout the focus areas. This is done after completing the other work required in the Certification Report. This will be used in the Affiliation Training Workshop.

AFFILIATE MIGRATION APPLICATION

Section 1 – Organization/Community & Applicant Information:

The information in this section refers to the community where the affiliate will be held. The applicant refers to the person requesting this community to become an affiliate (elected official, administrator, current director of program or department, etc.) The Team Leader or Executive Director for the affiliate is the current organization/community leader or director.

Community/City/Town/County/Parish Name:	Village of Palmetto Bay
Population:	~25,000
Organization Name:	Keep Palmetto Bay Beautiful
Person Requesting Affiliation (Name, Title):	Andrea Candelaria, Sustainability & Resiliency Planner
Mailing Address:	9705 East Hibiscus Street
City, State, Zip:	Palmetto Bay, FL 33157
Shipping Address (If Different from Mailing Address):	
City, State, Zip:	
Billing Address (If Different from Mailing Address):	
City, State, Zip:	
Organization Tax ID#:	
Office Phone:	305-259-1238
Mobile Phone:	305-259-1238
Email Address:	acandelari@palmettobay-fl.gov
Organization, Government Website:	www.palmettobay-fl.gov
Organization, Government Social Media Links:	Facebook: https://www.facebook.com/PalmettoBayProud LinkedIn: X: https://x.com/PalmettoBayVlg Instagram: https://www.instagram.com /villageofpalmettobay/ YouTube: https://www.youtube.com/channel/UCElmOUtNGzfV8Oj_k0JUFpg
Community Team Leader (If Different from Person Requesting Affiliation) (Name, Title):	
Mailing Address:	
City, State, Zip:	
Shipping Address (If Different from Mailing Address):	
City, State, Zip:	
Office Phone:	
Mobile Phone:	
Email Address:	

Section 2 – Organization History

What is the date the organization was established? (Must be one-year prior to the date of this application): _____

Section 3 – Organizational Structure

Please mark which of the following closely represents the current organizational structure.

- ☐ Nonprofit corporation (Commonly IRS designated 501(c)(3) organization, but not required)
- ☑ Government Entity
- ☐ Hybrid: Mixture of a nonprofit corporation and government entity

Section 4 – Governance Documents

The applicable documents must accompany the application for certification. Please check next to which documents are included with the application.

- ☐ Articles of Incorporation (Nonprofit Corporation)
- ☑ Bylaws (Nonprofit Corporation or Government Entity Group or Subcommittee)
- ☑ Resolution/Executive Order/Ordinance establishing Organization (Government Entity)
- ☑ Guidelines for board appointment, subcommittee appointment, meetings, and/or officers (Government Entity)

Section 5 – Other Organizational Documents & Materials

Copies of information must accompany application of current organization. Please check next to which documents or other organizational materials are included with the application.

- ☑ Mission Statement
- ☑ Current Logo
- ☑ List of board members, officers, and/or subcommittee members
- ☑ Executive Director Name or Staff Person Name
- ☑ Executive Director or Staff Person Job Description
- ☑ Copy of current operational budget

Section 6 – Acceptance of Community Responsibilities

The Person Requesting Affiliation on behalf of the Community will need to initial next to each of the following parameters list below.

The Applicant understands The Community Training will be a virtual training, hosted by Keep America Beautiful.

AC Initial Here

The Applicant understand the Certification Fee is non-refundable once the Community Training Workshop is scheduled.

AC Initial Here

The Applicant understands the Certification Fee will be invoiced after the application and letter of support are accepted and approved, and a purchase order number has been provided from KAB to the Applicant.
__AC__ Initial Here

The Applicant understands the Community Training will be scheduled only after KAB has received payment for the Certification Fee Invoice.
__AC__ Initial Here

The Applicant understands the Affiliation Training will be a virtual training, hosted by Keep America Beautiful.
__AC__ Initial Here

The Applicant understands a rescheduling request for the any of the Affiliate Certification Trainings requires notification of at least 15-business days in advance of initial date. The Applicant understands if the Applicant cancels any of the trainings without 15-business days of notification, the Community will incur a $500 fee to re-schedule.
__AC__ Initial Here

The Applicant understands if the application is rescinded by the Community or de-activated, re-training may be done within three years for a fee of $500.
__AC__ Initial Here

The Applicant understands they are responsible for assisting The Community Team in obtaining the cooperation of local government, local businesses, local civic sectors and organizations, and other groups, associations, community members as required to complete the Affiliation process: including the submission of a monthly report until certification is complete.
__AC__ Initial Here

The Applicant understands The Community Team must complete the Affiliate Certification Report within one-year from the date of the Community Training or risk being de-activated.
__AC__ Initial Here

The Applicant understands they are ***requested, but not required to*** use the nomenclature, "Keep Community/City/County/Parish/Region Beautiful," as the name of their program and project activities related to Keep America Beautiful. The Applicant will confirm in writing what the name of their organization will be: **Keep Palmetto Bay Beautiful**
__AC__ Initial Here

The Applicant understands as an affiliate of Keep America Beautiful, their organization will comply with and utilize the "One Shared Brand," endorsed line model for all logos and documentation. One Shared Brand and the "An Affiliate of Keep America Beautiful," endorsement is required to aid others in identifying a newly formed Keep America Beautiful organization and/or its programs as part of the Keep America Beautiful network.
__AC__ Initial Here

The Applicant understands if the name of the current organization cannot be changed, they will need to submit this in writing with reasons as to why this change cannot occur. The Applicant will also explain in this same notification that they agree to include "An Affiliate of Keep America Beautiful", under their current logo.

_AC_ Initial Here

_____ _____

Signature (Person Requesting Certification) Initials of Person Requested Certification

_____

Date

Section 7 – Submitting the Application

Before submitting this application, please ensure the application includes the following:

- ☐ Completed Application
- ☐ Digital copies of the documents checked in Section 3 to Section 5 if the application is emailed and/or mailed
- ☐ A letter of support from an elected official of the Applicant's City/Town/County/Parish Council
- ☐ A letter of support from the current chair, president or similar position of the Applicant's organization/committee/commission/board/group.
- ☐ Initial next to the areas requested under Section 6
- ☐ Sign name at the end of section 6

This application and its supporting documents should be emailed to mcoffey@kab.org. Further information concerning the Affiliate Migration Certification process by Keep America Beautiful can be obtained by contacting the Director of Affiliate Development, Mallory Coffey at mcoffey@kab.org.

_____ _____

Signature (Person Requesting Certification) Date

AGENDA ITEM NO. 12.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Alessia Bencomo, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE SAFE STREETS FOR ALL (SS4A) ACTION PLAN PREPARED BY THE STREET PLANS COLLABORATIVE, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED PLAN TO THE U.S. DEPARTMENT OF TRANSPORTATION AND OTHER RELEVANT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso - Street Plans.docx

Exhibit A - Safety Action Plan Final Draft & Appendix.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE SAFE STREETS FOR ALL (SS4A) ACTION PLAN PREPARED BY THE STREET PLANS COLLABORATIVE, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED PLAN TO THE U.S. DEPARTMENT OF TRANSPORTATION AND OTHER RELEVANT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

WHEREAS, the United States Department of Transportation (USDOT) established the Safe Streets for All (SS4A) program to support local initiatives aimed at preventing roadway fatalities and serious injuries; and

WHEREAS, the Village was awarded SS4A funding to develop a comprehensive Action Plan to improve transportation safety for all roadway users, including pedestrians, bicyclists, motorists, and transit riders; and

WHEREAS, the Village retained The Street Plans Collaborative, Inc., a qualified transportation planning and urban design consultant, to prepare the SS4A Action Plan in coordination with Village staff, stakeholders, and community input; and

WHEREAS, the completed SS4A Action Plan identifies safety priorities, data driven strategies, and recommended projects intended to reduce traffic-related injuries and fatalities within the Village; and

WHEREAS, the Village Council finds that the SS4A Action Plan aligns with the Village's mobility, safety, and Vision Zero goals and supports future eligibility for federal implementation funding; and

WHEREAS, the Village Council desires to formally approve and concur with the SS4A Action Plan as prepared by The Street Plans Collaborative, Inc.; and

WHEREAS, the Village Council finds that approval of, and concurrence with, the SS4A Action Plan 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. The above recitals are incorporated as if set forth in full.

Section 2. The Village Council hereby approves and concurs with the Safe Streets for All (SS4A) Action Plan prepared by The Street Plans Collaborative, Inc.

Section 3. The Village Manager is authorized to transmit the approved SS4A Action Plan to the U.S. Department of Transportation and any other relevant agencies, and to take all necessary actions to support future SS4A implementation grant applications.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April 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
FLORIDA



SAFE STREETS
Palmetto Bay

SAFETY ACTION PLAN

Produced by:

STREETPLANS

April 2026

ACKNOWLEDGMENTS

The Safe Streets Palmetto Bay team thanks the below collaborators, the countless community members, and the Coral Reef Elementary School PTA, who all provided feedback in the production of the Action Plan.

Village of Palmetto Bay

Dionisio Torres, Department of Public Services

Nick Marano, Village Manager

Olga Cadaval, HR & Communications Director

Steering Committee

Eric Tullberg

Tamara Mourino

Sergeant Michael Chang, Miami-Dade Sheriff's Office

Juan Martin, Miami-Dade County Public Schools

Douglas Clark, Miami-Dade County Public Schools

Subconsultants

TYLin

Equitable Cities, LLC

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INTRODUCTION

01

This Plan is a comprehensive roadmap for implementing Village-wide Complete Streets, and eliminating and preventing severe traffic crashes.

1.1 Plan Contents & Purpose

PLAN CONTENTS & PURPOSE

Overview

This Safety Action Plan is the culmination of over 12 months of engagement, analysis, and design in collaboration with the Village of Palmetto Bay to bring together previous and current transportation efforts for a comprehensive roadmap to implement Complete Streets. The result is a deliverable that not only identifies holistic improvements to the Village's streets by mode, but one that also layers in additional safety and equity analyses to sharpen prioritization, and lay the groundwork for more ambitious Vision Zero design interventions and policies.

Dubbed the "Village of Parks", the Village boasts an impressive number of lush green spaces, recreational opportunities, and historical destinations, including five Village parks, one County park, Deering Estate, plus multiple preserves. Residential streets wind through the Village to connect residents and visitors with these assets and more. As the Village takes on transformative transportation projects and welcomes development consistent with its Future Land Use Map, providing safe access to these recreational opportunities, schools, and everyday needs becomes paramount.

Previous transportation plans and studies have repeatedly put forth priority projects that have not yet been realized. This Action Plan started with a detailed analysis of those documents, the production of a High-Injury Network to identify the most dangerous corridors and intersections within the Village and on US-1, and an equity analysis to identify where within the Village vulnerable populations are experiencing disproportionate traffic harm. Using the High-Injury Network and anecdotal public feedback, the project team produced a set of categorized Complete Streets segments that includes all



High-Injury Network segments and intersections, multiple of which are adjacent to or within equity indicator census tracts.

Along these segments, the project team proposed pedestrian, bicycle, transit, and traffic calming facilities, focusing on key safety locations, and analyzing each segment for forward-thinking yet feasible projects. Following the application of priority criteria, eight of the 20 Complete Streets segments were identified as Priority Segments, along which "key projects" were identified and designed.

To bolster the Complete Streets segments, the project team also put forth a Neighborhood Greenway network for the Village, a new type of network plan, that will provide the foundation for streamlining implementation of a variety of new traffic calming and volume management design features.

Safe Systems Principles

To accomplish Vision Zero, a multi-faceted approachacross governmental departments and partners is needed to design safe streets, manage speeds, respond nimbly to serious crashes, and track and evaluate progress. This Action Plan is the start of a Vision Zero movement led by the Village, and is complete with concept designs that include safety countermeasures not only found in Miami-Dade County's Complete Streets Design Manual, but that also pull from more forward-thinking guidance like the National Association of City Transportation Officials (NACTO). The Plan includes a comparison of existing and proposed policies that could help elevate the Village's internal processes and project delivery methodologies to move toward a Safe Systems Approach.





WHERE YOU'VE BEEN

02

The Village of Palmetto Bay has undergone extensive transportation planning since its first Transportation Plan in 2004, and is currently managing seven transformative transportation projects.

2.1 Plan Review

2.2 Active Projects

2.3 Safety & Equity

2.4 State of Mobility

PLAN REVIEW

List of Plans Reviewed

The project team reviewed 18 previous, relevant plans, studies, and policies related to active transportation, traffic calming, and mobility in the Village of Palmetto Bay. Ther result was an overall "progress report"-- what has been acted upon to date, what is still pending, and how the documents' various visions and priorities can inform the Safety Action Plan.

Village of Palmetto Bay

2004 **Transportation Master Plan**
2009 **Bicycle & Pedestrian Master Plan**
2015 **Downtown Palmetto Bay Traffic Impact Analysis**
2017 **Village-Wide Traffic Calming Study**
2020 **Mobility Hubs & Transit Infrastructure Plan**
2021 **Multi-Use Trail & SMART Plan Connectivity Study**
2021 **Age-Friendly Action Plan**
2021 **ADA Transition Plan**
2023 **Parks Master Plan**
2023 **Village-Wide Traffic Calming Study**
2023 **Bicycle & Pedestrian Master Plan Update**
2024 **Traffic Calming Master Plan**

Miami-Dade County/Transportation Planning Organization

2017 **SW 152nd Street Mobility Solutions**
2017 **South Dade Multimodal Mobility Options Assessment**
2018 **TPO Vision Zero Plan**
2019 **TPO 2045 Long Range Transportation Plan**
2024 **Miami-Dade County Vision Zero Action Plan**

Florida Department of Transportation

2022 **FDOT Bicycle Connectivity Assessment**

Outstanding Priority Projects

Intersection/Corridor	Proposed Facility	Extents	Number of Plan Mentions
SW 184th Street	4' Bike Lanes Shared Use Path	→ Old Cutler Road to US-1	9
SW 168th Street	4' Bike Lanes Separated Bike Lanes Shared Use Path	→ Old Cutler Road to US-1	8
SW 152nd Street	4' Bike Lanes Shared Use Path	→ SW 67th Avenue to US-1	6
Village-Wide	Greenway Network	→ N/A	4

Summary of Key Takeaways

1 **Complete Streets principles referenced in Village plans can be more forward-thinking.**

The Action Plan includes best practices that prioritize the safety of vulnerable roadway users.

2 **A detailed Safety Analysis can layer in more urgency in implementing repeat bicycle priority projects.**

The Village's High-Injury Network and KSI crash locations informed the selection of the Priority Segments and key project concepts.

3 **Neighborhood Greenways are facilities that can be introduced to supplement traffic calming.**

Streets designed holistically for speed and volume management are proposed for the Village's local roads.

4 **Pilot projects and placemaking efforts can help move projects from previous plans to the pavement.**

To support the evaluation of new design interventions, the Action Plan includes a Quick-Build toolkit.

Downtown bike lanes on Franjo Road.



SW 160th Street, a proposed Neighborhood Greenway route.



ACTIVE PROJECTS

Construction



SW 87th Avenue Bridge

Miami-Dade County is managing the construction of a new bridge over Canal C-100, which will connect SW 163rd Terrace and 164th Street along SW 87th Avenue. The project includes 5' bike lanes with a 2' concrete buffer, which will be the first protected facilities in the Village.



SW 92nd Avenue Complete Street

This project includes milling and resurfacing, signage and safety improvements, a shared use path/sidewalk along the north/east side of the road, and new landscaping between SW 164th Street and US-1.



SW 136th Street Improvement Project

Miami-Dade County is replacing the bridge across the C-100A canal along SW 136th Street with a new cast in-place concrete bridge that provides wider concrete sidewalks and shoulders on both sides.



SW 152nd St/Old Cutler Road Traffic Circle

Miami-Dade County is nearing completion of the fourth and final traffic circle along Old Cutler Road to help traffic flow smoothly at key intersections and along the arterial.

Permitting



SW 184th Street Sidewalks

Approximately 1,650' of new sidewalks will be constructed along SW 184th Street between Old Cutler Road and SW 85th Court, closing the only gaps in the sidewalk network along this section line road. Construction is expected to begin the first quarter of 2026.



Snowden Pedestrian Bridge

Construction on a new pedestrian bridge along the Snowden Dam on Old Cutler Road will begin fall 2025. The new bridge will allow for two-way pedestrian and bicycle traffic and provide a better and safer mobility experience.



SW 82nd Avenue Bike Lane Extension

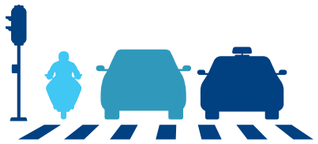
Plans to extend the SW 82nd Avenue bike lane from SW 160th Street to SW 152nd Street have been approved by Miami-Dade County.

The Village recently completed Complete Streets projects on SW 148th and 174th Streets, a traffic circle at SW 82nd Avenue/SW 168th Street, and multiple Safe Routes to School projects.

SAFETY & EQUITY

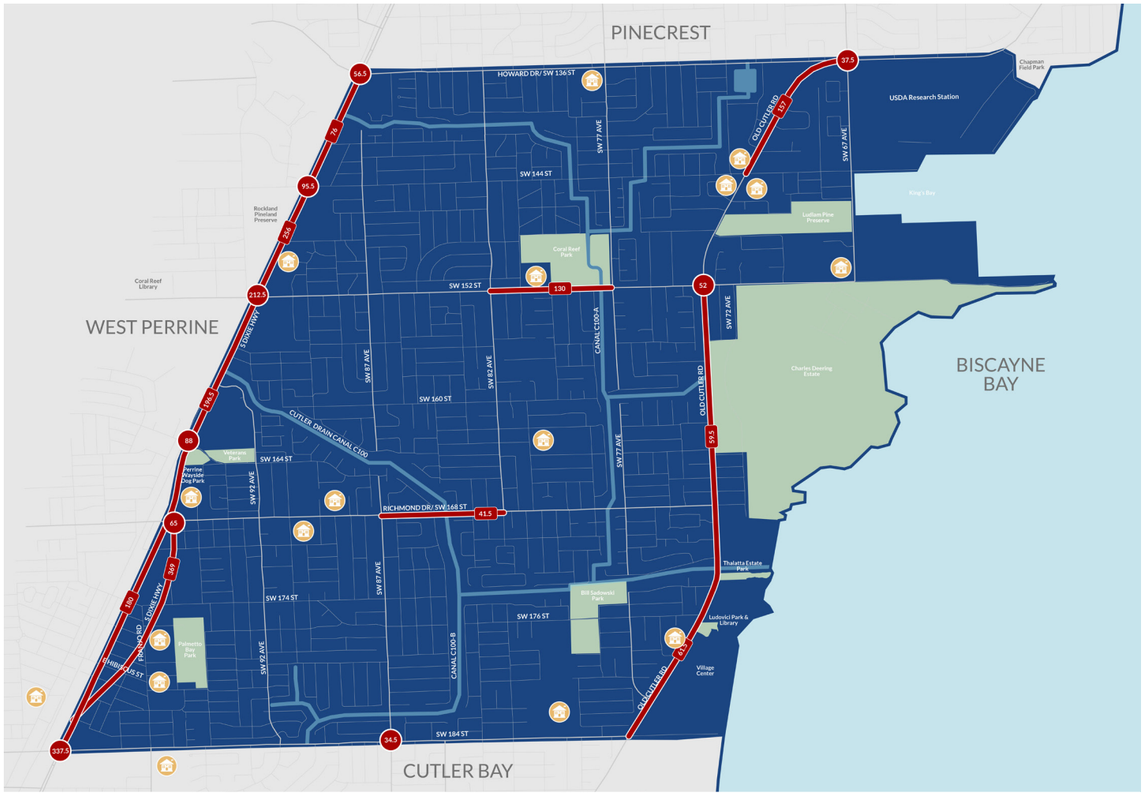
High-Injury Network

The Village of Palmetto Bay's High-Injury Network (HIN) consists of 10 corridor segments and 9 intersections, produced through a detailed analysis and ranking based on weighted severity scores. The HIN incorporates Fatal (K), Serious Injury (A), and Minor Injury (B) crashes, and includes all of the Fatal crashes, and 83% of all of the Serious Injury crashes. Additional high-crash locations just outside the HIN were also included in Plan analysis (see appendix).Notably, 100% of municipal parks and nearly 66% of public and private schools fall within one-quarter mile of the HIN, indicating the potential difficulty in reaching these vital community resources. Additionally, 83% of all public and private schools fall within one-half mile of the HIN. With 74% of the major intersections in the HIN being signalized, these locations clearly highlight conflict points where current traffic control measures may not be adequately ensuring safety.



Map Legend

- School
- HIN Segment
- HIN Intersection



The Village of Palmetto Bay's High-Injury Network, including the severity scores of each segment and intersection.

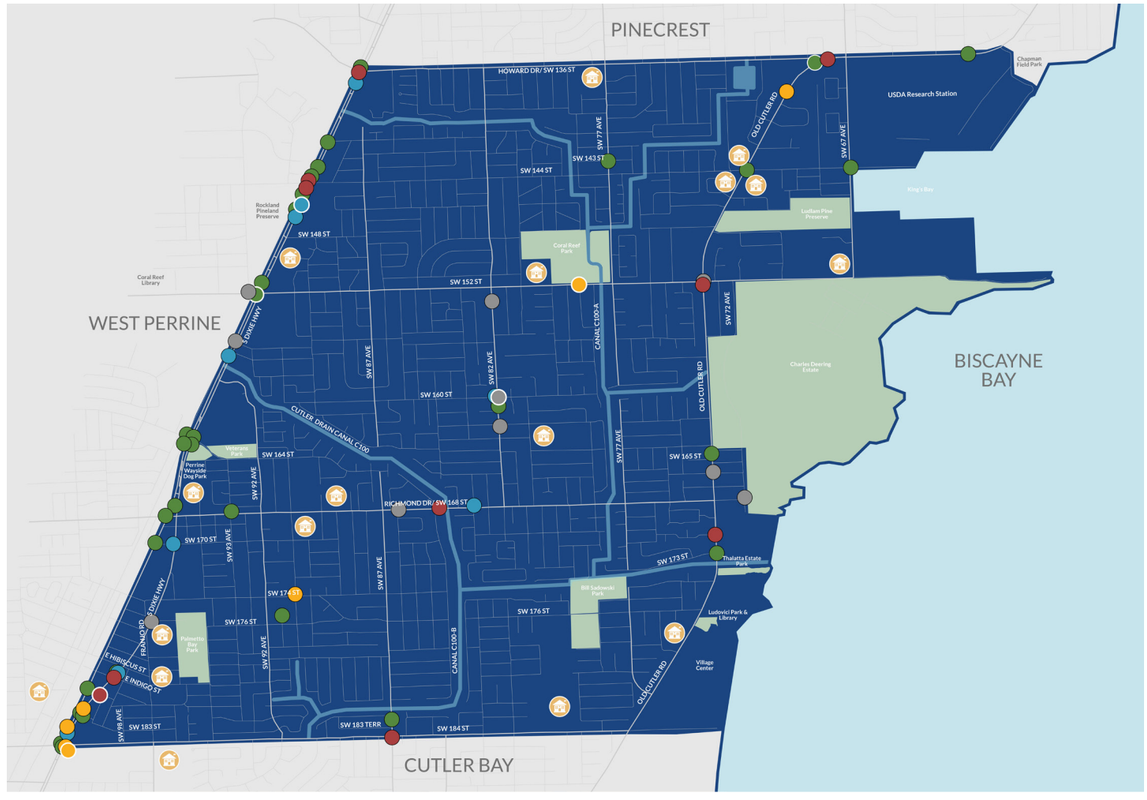
Killed or Serious Injury (KSI) Crashes

From 2019-2023, the Village of Palmetto Bay saw a total of 58 KSI crashes, with 52 Serious Injury crashes and 6 Fatal crashes, with an additional nine KSI crashes documented between January 1st, 2024 to the end of March, 2025. The majority of KSI crashes were vehicle-to-vehicle incidents, with half of the fatal crashes being between a vehicle and bicyclist or pedestrian. While bicyclists and pedestrians make up only 2% of all crashes in the study period, they represent 29% of the KSI crashes, emphasizing the vulnerability of these roadway users, and bolstering justification for safety interventions that make it safer for them to navigate the Village's streets. All but one KSI crash happened on the Village's major roads, making it clear that alternative routes to these collector and arterials, like a Neighborhood Greenway network, could be critical to augmenting safe routes for all users.



Map Legend

- School
- Motorcycle KSI
- Bike KSI
- Pedestrian KSI
- Motor Vehicle KSI
- 2024-March 2025 KSI



All Killed or Serious Injury crashes within the Village of Palmetto Bay from January 2019-March 2025.

Summary Safety Statistics

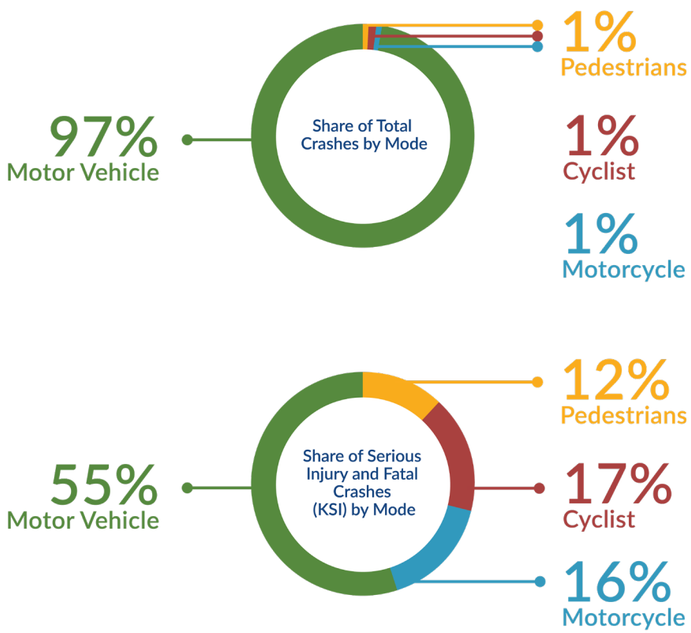
2019-2023

4,613
crashes

923
average annual

52
serious injury

6
fatal



Contributing Actions of Total & KSI Crashes		
Action	**% of Total Crashes**	**% of KSI Crashes**
Reckless Driving	63%	→ 68%
Failure to Yield	15%	→ 0%
Disregarding Traffic Signals	2%	→ 5%
Improper Passing	2%	→ 5%
Improper Backing	3%	→ 0%
Improper Turning	3%	→ 0%
Swerving/Failure to Keep in Lane	3%	→ 5%
Roadway Departure	<1%	→ 5%
Other	9%	→ 11%

Equity Analysis

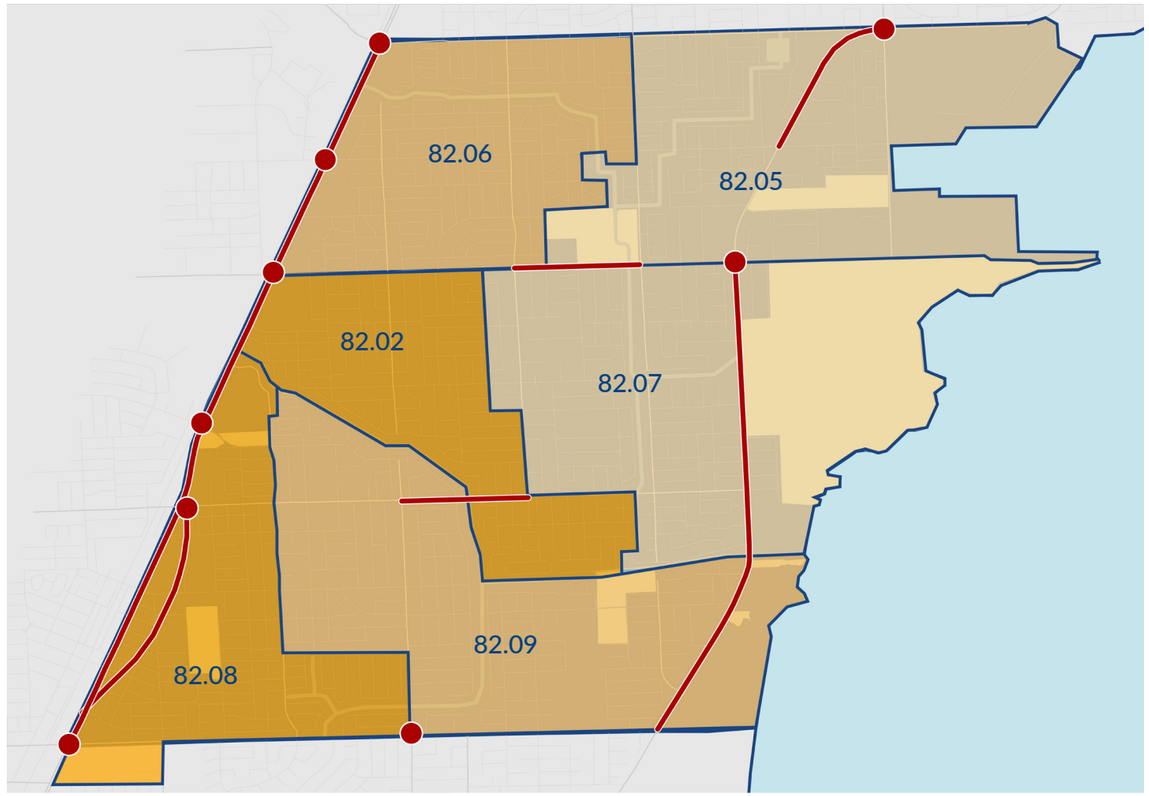
An equity analysis of the crash descriptive statistics and High-Injury Network was performed to inform the Action Plan's Complete Streets network and key project location selections.

As evidenced in the below map, census tracts with higher minority populations were found to be located near high-crash segments, indicating potential disparities in road safety and infrastructure quality. The US-1 corridor also experiences a significant concentration of crashes, particularly in areas with higher rates of no-vehicle households and late-night commuters. Specifically, there is a significantly high concentration of KAB crashes along the northbound segment of US-1 between SW 184th and 168th Streets, where the percentage of households without a vehicle is 12.8%, compared to the Village-wide average of 3.8%.



Minority Population

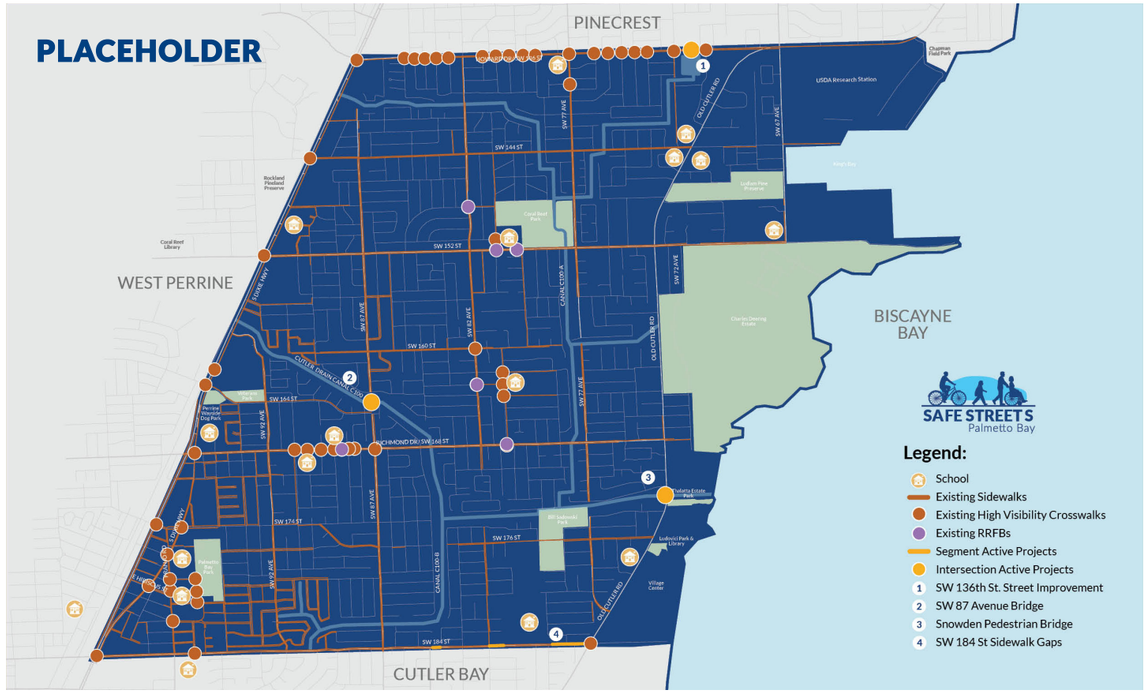
- 47.7% - 52%
- 52.1% - 59.7%
- 59.8% - 77.7%



Village of Palmetto Bay Minority Population Census Tracts and High-Injury Network.

State of Walking

Existing Conditions & Projects



Safety

1/6 crashes leads to a pedestrian fatality or serious injury.

1 pedestrian on average is killed or seriously injured annually.

2 fatal pedestrian crashes since 2019

Existing

36 missing sidewalk segments

8.7 miles of sidewalk gaps

US-1, SW 184th st. & 98th Ave. Rd.
scored the lowest during community walk audits.

Proposed/Active

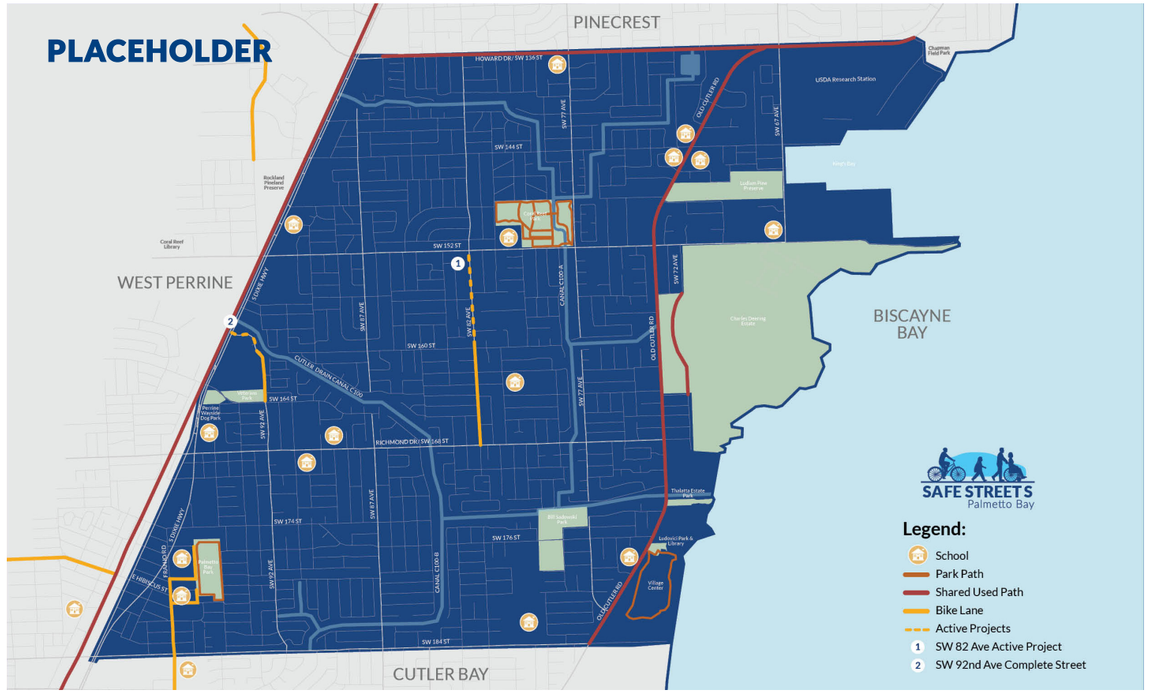
.3 miles of sidewalks
on SW 184th Street are to be built to fill the remaining gaps.

Snowden Pedestrian Bridge
along Old Cutler Road is about to begin construction.

72 new crosswalks throughout the Village were proposed in the 2023 Bicycle Pedestrian Master Plan update.

State of Biking

Existing Conditions & Projects



Safety

1/5 crashes leads to a bicyclist fatality or serious injury.

2 bicyclists on average are killed or seriously injured annually.

2 fatal bicyclist crashes since 2019.

Existing

1.4 street miles of dedicated facilities

8.8 miles of shared use paths (including the Mpath)

5% of the Village's street network has bicycle facilities.

Proposed/Active

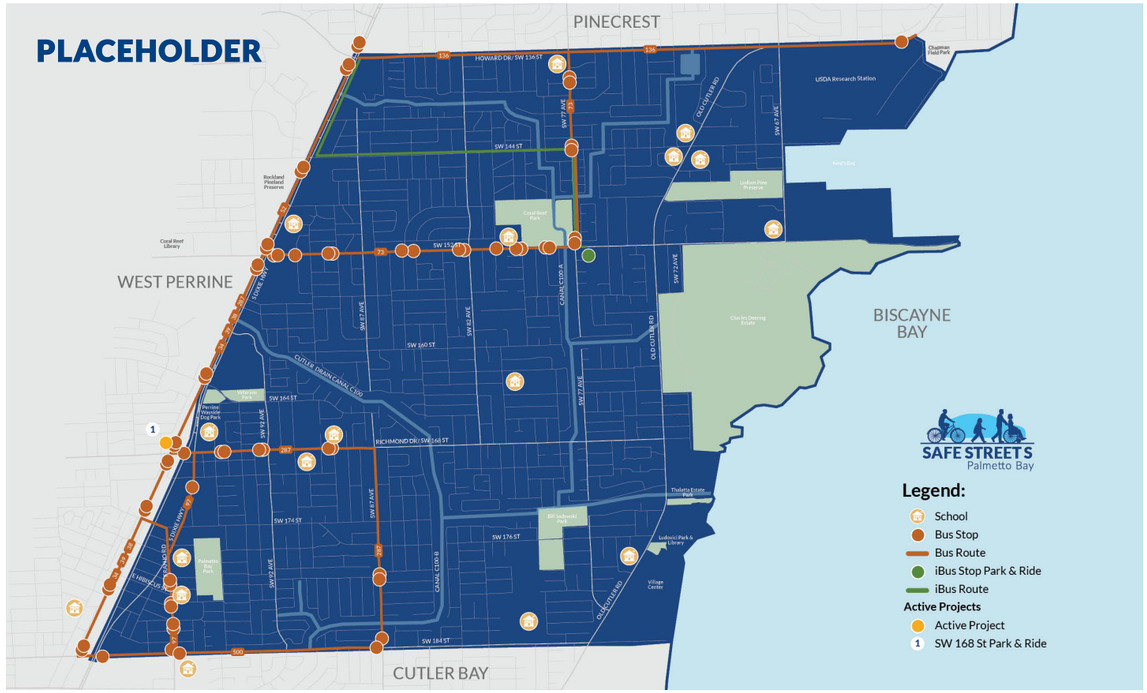
Expansion of the SW 82nd Ave. bike lane
has been approved by Miami-Dade County.

The SW 92nd Ave. Complete Street
will include a .45-mile shared use path.

15 miles of bike lanes have been proposed since 2004.

State of Riding Transit

Existing Conditions & Projects



Safety

US-1/SW 184th St.
saw the highest number of KSIs than any intersection (7), including one fatal crash.

64% of KSI crashes happened along US-1.

US-1/SW 160th St.
saw the second highest number of KSI crashes (4).

Existing

1 Park & Ride along Transitway station at SW 152nd Street

1 1 iBus route and Park & Ride at St. Richard's Catholic Church

9 MetroBus lines through the Village and along US-1/SW 184th St

11 Transitway stops between SW 136th and 184th Streets

Proposed/Active

1 Park & Ride under construction at SW 168th St.

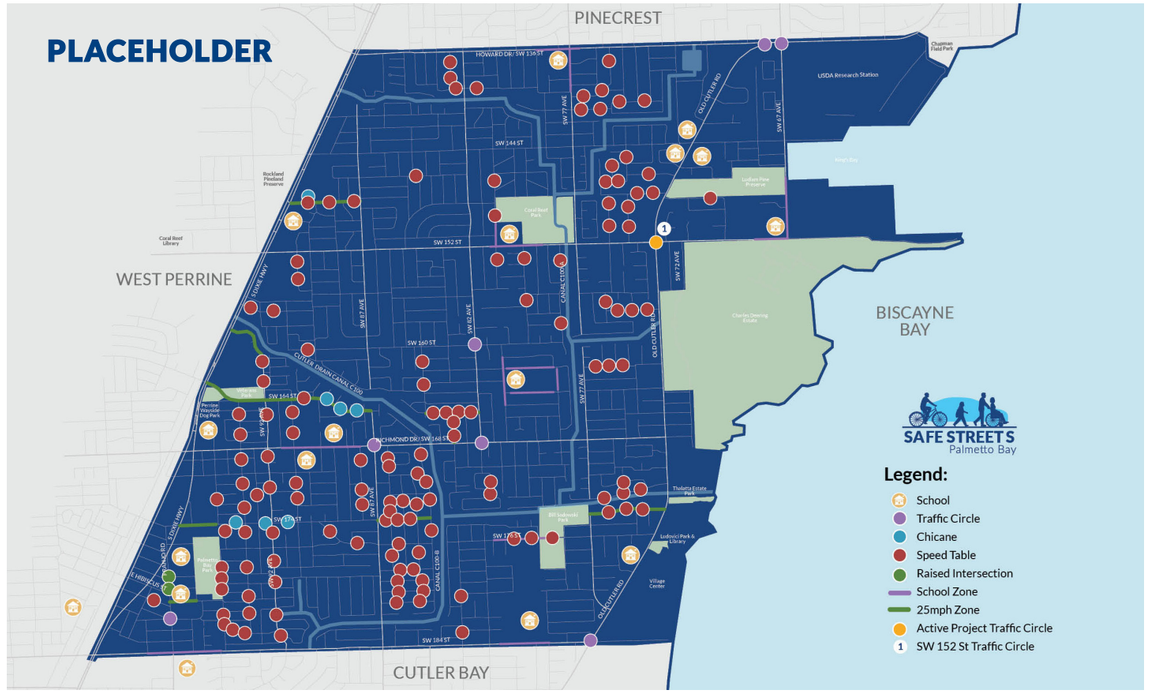
2 Park & Rides proposed, at SW 136th and 184th St.

4 locations identified for transit infrastructure

Bike & pedestrian improvements
within .25 miles of all transit stops have been proposed in prevoius plans.

State of Traffic Calming

Existing Conditions & Projects



Safety

63% of all crashes
are attributed to reckless driving with failure to yield at 15%

57/58 KSI crashes
happened at major roads within the Village.

Angle crashes
make up the highest percentage of all serious injury and fatal crashes.

2 motorcycle & 8 motor vehicle KSIs
on average each year

Existing

120+ speed tables installed

7 traffic circles installed

6 traffic chicanes installed

2 raised intersections installed

2 Complete Street installed

Proposed/Active

1 traffic circle
is currently under construction at SW 152nd St/OCR.

Traffic calming studies
are conducted annually to identify eligible segments.

Traffic calming was cited most frequently in the online survey for street segment feedback.



WHAT WE HEARD

03

Public engagement for the Action Plan consisted of six in-person events and digital engagement over the course of eight months to inform challenges and opportunities to moving safely around Palmetto Bay.

3.1 Engagement Summary

3.2 Demonstration Project

ENGAGEMENT SUMMARY

Overview

The project team engaged the community via in-person public events, online surveys, and digital and print collateral for eight consecutive months, bringing people together at critical moments for existing conditions analyses, project development, and recommendations review.

Guided by a public engagement plan, each in-person event was promoted on the project webpage and Village social media channels, and was included in the Village Vibes bi-weekly newsletter. In addition, the project team distributed postcards at 13 key locations within the Village; installed project signage at all Village parks; and sent regular email reminders to stakeholders and people who signed up to be on the email list.

A Steering Committee comprised of representatives from the School District, Palmetto Bay Business Association, advocacy community, and the Miami-Dade Sheriff's Office provided insight on community outreach tactics, and helped amplify project messaging.



26 FEB. — **Kick-Off Public Workshop**
Presentation of safety analysis and mapping

27 MAR. — **Handlebar & Walkabout Surveys**
Community walk audits and bike rides

30 APR. — **Mini Mode Gatherings**
Deep dives into existing conditions by mode

28 AUG. — **Coral Reef Park Pop-Up**
Mid-point presentation of draft recommendations

15 OCT. — **Draft Action Plan Open House**
Review of draft recommendations and key project drawings

18 OCT. — **Demonstration Project**
Installation of temporary street safety elements at Coral Reef Elementary

In-Person Engagement



Following a project overview and presentation of the existing conditions analysis, the project team facilitated discussion around maps of existing and proposed infrastructure by mode. Concerns of speeding and cut-through traffic were common.



The community joined the project team for two days of ground surveys to evaluate and "score" the quality and safety of street segments. Approximately 15 miles, primarily along the High-Injury Network, were surveyed over three biking and four walking routes.



Large-format posters of existing conditions, draft recommendations, and key project drawings were presented at the Open House. The project team highlighted that the proposed concepts include 13 new traffic interventions not yet existing in the Village.



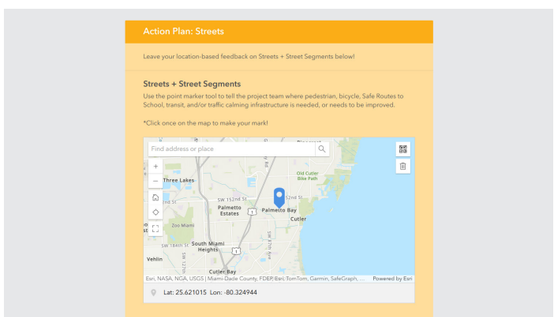
Over 20 volunteers from Coral Reef Elementary School and the community joined the project team to install a temporary demonstration project on SW 152nd Street. Volunteers helped paint over 3,000 square feet of protected curb extensions.

Digital Engagement

The Safe Streets Palmetto Bay webpage included surveys for web visitors to submit location-specific feedback for intersections and street segments. Survey respondents were asked to submit the primary concern at the selected intersection, or along the selected street segment, like lack of safe bicycling facilities, failure of drivers to yield to pedestrians at crossing, poor sight lines, speeding or unsafe vehicle maneuvers, and poor ADA accessibility.

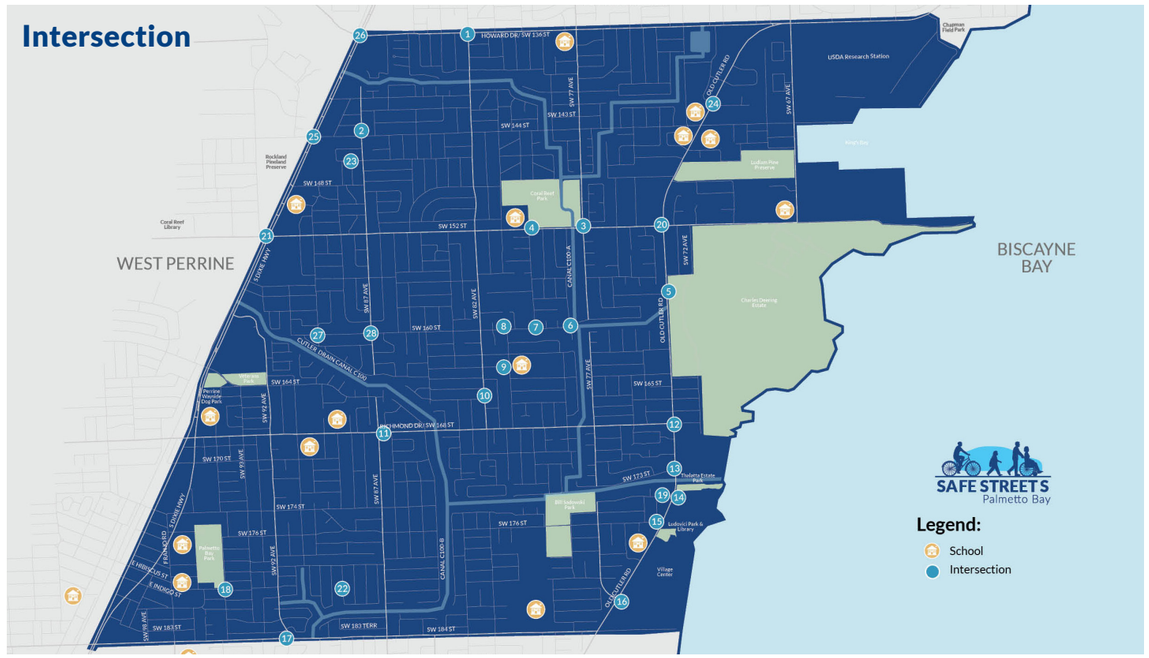
From February to August 2025, 28 unique intersections and 30 unique street segments were submitted via the online surveys. The project team sought online feedback up until the final draft Action Plan recommendations were developed, which were presented for the first time publicly at the August 28th Pop-Up.

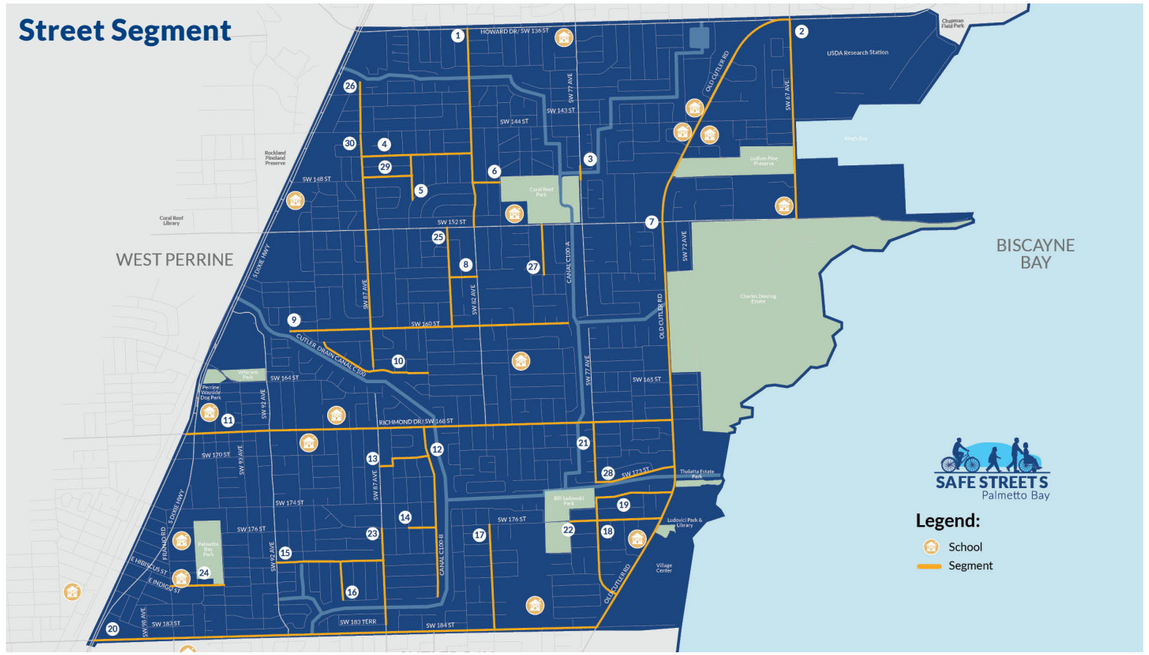




Online Survey Maps

Intersection and Street Segment numbers correspond to the tabulated feedback in the Appendix.





Summary of Key Takeaways

1. Sight line issues, failure of drivers to yield, and lack of safe crossings were the most cited in combined intersection and street segment online feedback. Traffic calming was cited most frequently in the online survey for street segment feedback.

2. SW 184th Street, SW 67th Avenue, and SW 152nd Street scored the lowest during the Handlebar Surveys. Other than US-1, SW 160th Street, SW 98th Avenue Road, and SW 98th Avenue scored the lowest during the Walkabout Surveys.

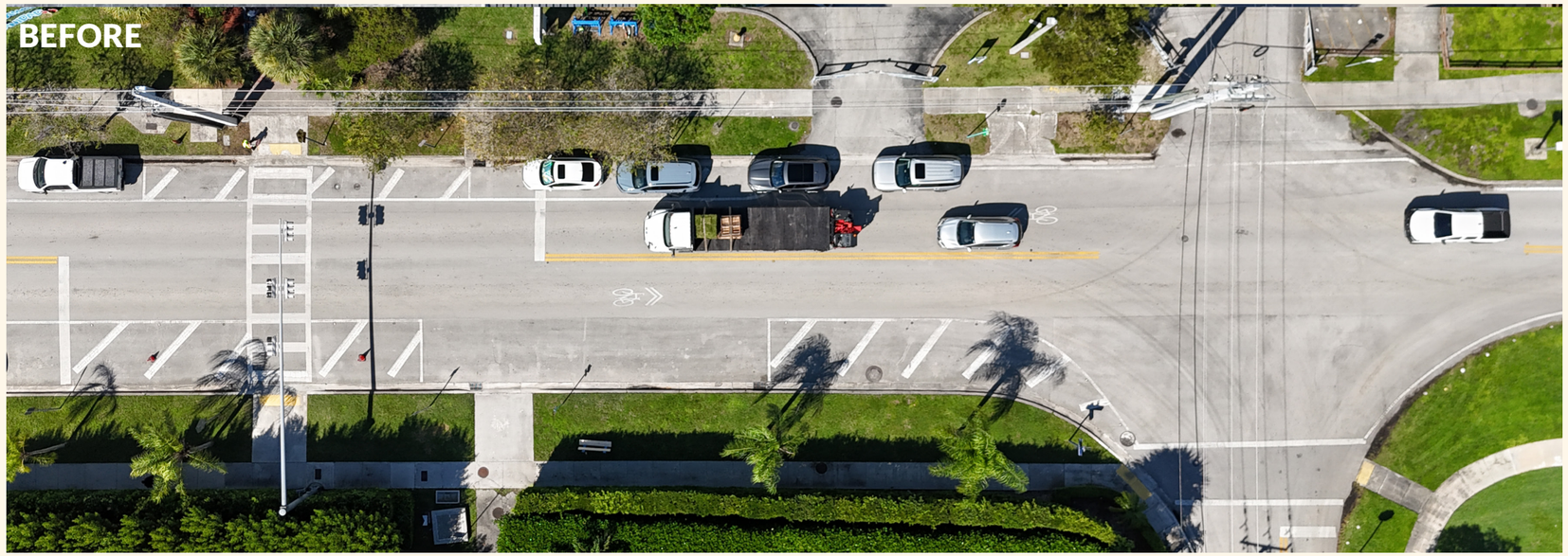
3. Across all in-person and digital engagement, concerns of unsafe driving and cut-through traffic throughout the Village were repeated discussion topics. Distracted driving, speeding, failure to yield at intersections with and without stop control create unsafe conditions for all users.

DEMONSTRATION PROJECT

The project team worked with the Steering Committee and the Coral Reef Elementary School PTA to install temporary traffic safety elements between the existing crosswalk and SW 79th Avenue along SW 152nd Street, within one of the Village's High-Injury Network segments.

At this location, existing No Parking areas were painted and protected, helping ensure cars don't crowd the crosswalk or block the sight of pedestrians, and managing vehicle speeds in front of the school. Curb radii were tightened at SW 79th Avenue to slow the turning movements of vehicles, and a Bus Only marking was installed at the bus stop to discourage parking in the designated space.

The demonstration project was an opportunity to showcase traffic safety elements that are included in the Action Plan, and experience the execution of the Quick-Build methodology as a way to evaluate interventions before making them permanent.





Project Elements

1. **Pinch Point** | Creates a perception of narrowed travel lanes, encouraging reduced vehicle speeds and shortening pedestrian crossing distances.
2. **Curb Extensions** | Shorten pedestrian crossing distances while slowing turning speeds of vehicles at intersections.
3. **Bus Only Marking** | Helps designate that curbside zone as No Parking to ensure safe bus boarding and alighting.
4. **Planters & Bollards** | Protect painted areas and help create "perceived friction" to slow vehicles on approach to the crosswalk.

WHERE YOU'RE GOING

04

The Action Plan recommendations include project and facility recommendations for 20 Complete Streets segments, eight Priority Segments, 10 key project concept drawings, and a list of policies to bolster the work.

4.1 Complete Streets Network

4.2 Safe Routes Home

4.3 Priority Segments

4.4 Key Project Concepts

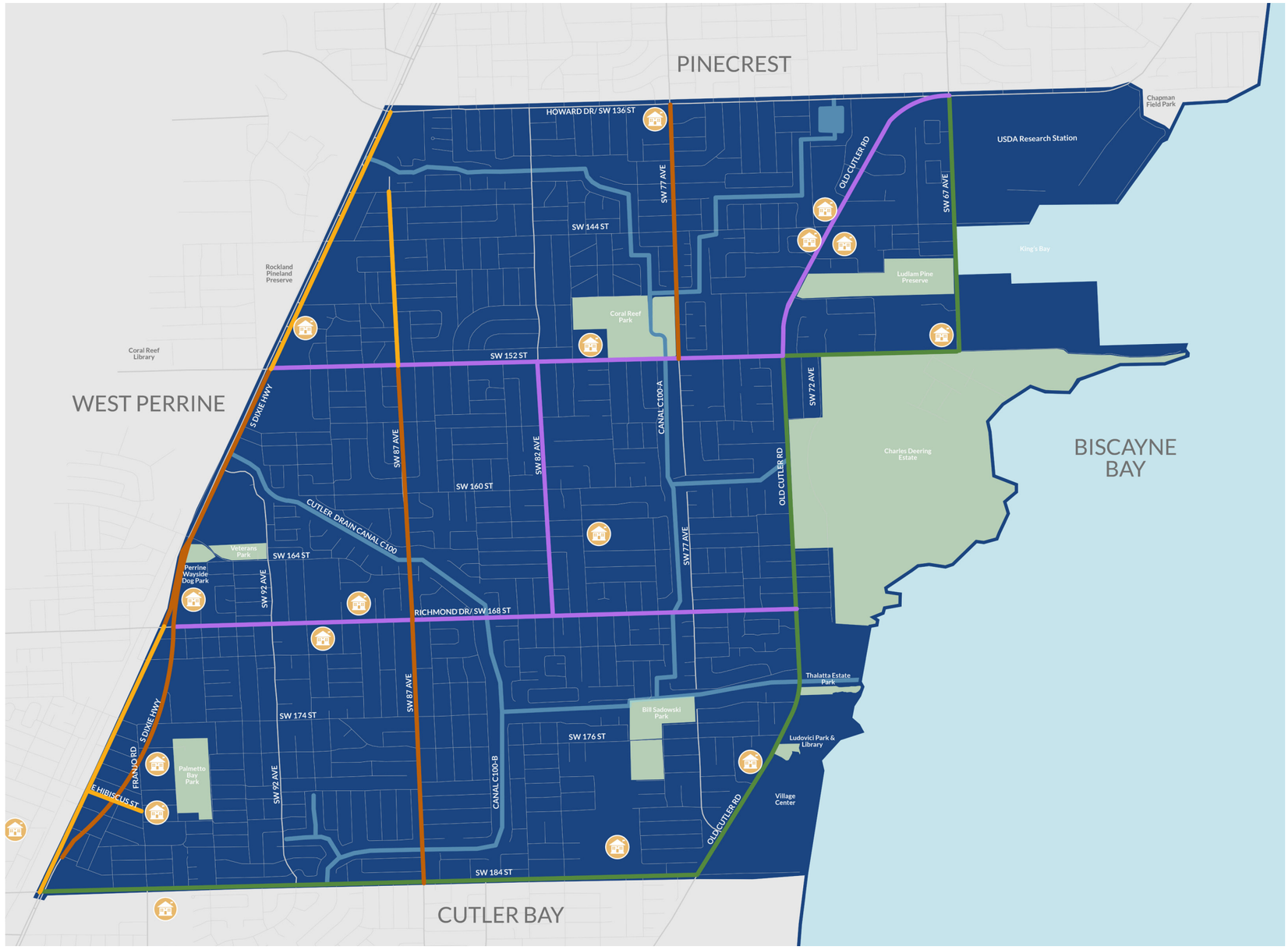
4.5 Policies

COMPLETE STREETS NETWORK

The Village of Palmetto Bay Complete Streets Network incorporates the review of previous plans and priority projects, active projects, existing conditions analyses, and key inputs from online and in-person public engagement for a total of 20 corridor segments on collector and arterial roads. Corridor segments are organized into four categories, with five Complete Streets segments per category. Corridor segments were categorized according to the primary land use and/or Village amenity(ies) served.

In the pages that follow, proposed Bike, Pedestrian, Transit, and Traffic Calming facilities are put forth for each Complete Streets segment.

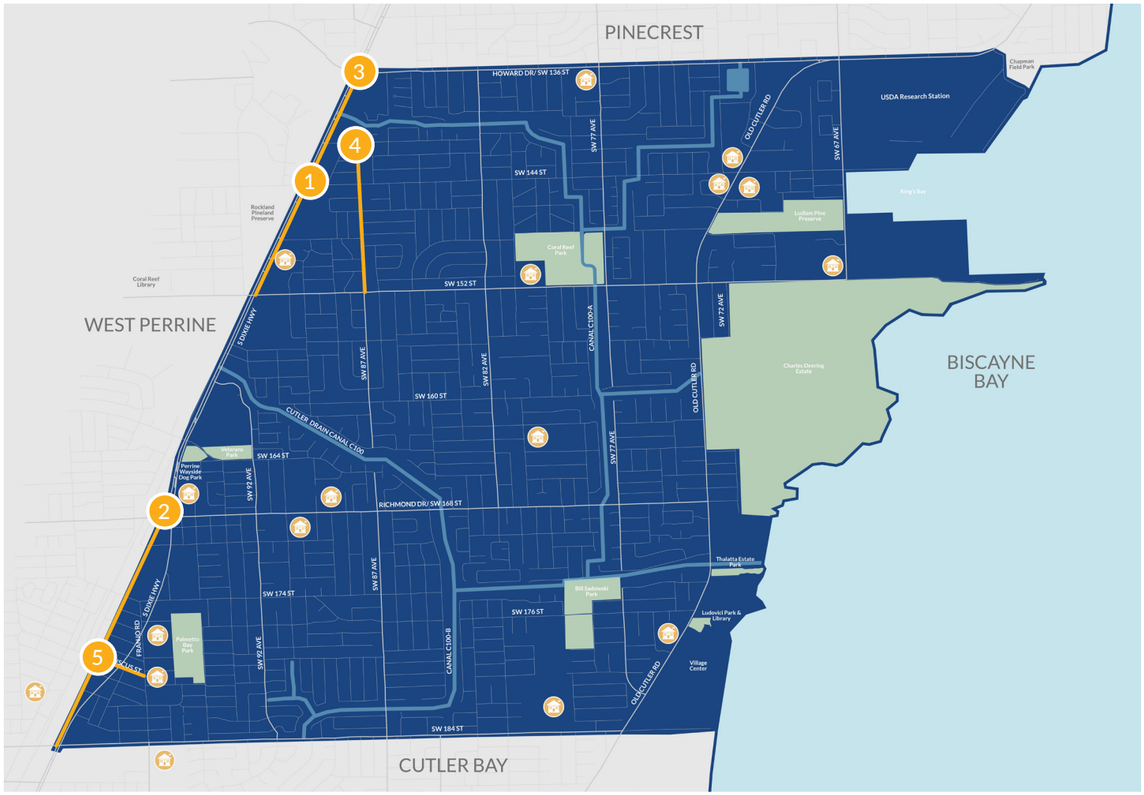
The categorization of the corridor segments, broken into individual proposed facilities, allows for flexibility of implementation. The Village may seek funding to implement the entire "package" of proposed facilities at the segment level, or accomplish incremental implementation of each segment by focusing on implementation of key project concepts or proposed facilities by mode.



Safe Routes to Commerce

The Safe Routes to Commerce segments are primarily located along and/or intersecting US-1, as these are the locations within the Village with the highest concentration of commercial uses. Proposed facilities for the US-1 segments primarily include intersection treatments, and ways to facilitate and improve access to commercial uses located on US-1 from intersecting streets. Where curb extensions are proposed on the Village-side of the US-1 intersections, re-alignment of the crosswalks, providing on-street parking along intersecting streets, and providing pedestrian refuges are recommended. Land use and ingress/egress improvements for safe vehicular, pedestrian, and bicycle access that funnels these users off of US-1 is recommended, as the location of these improvements are more likely to be integrated into Complete Streets and other capital projects led by the Village.





Safe Routes to Commerce Segments.

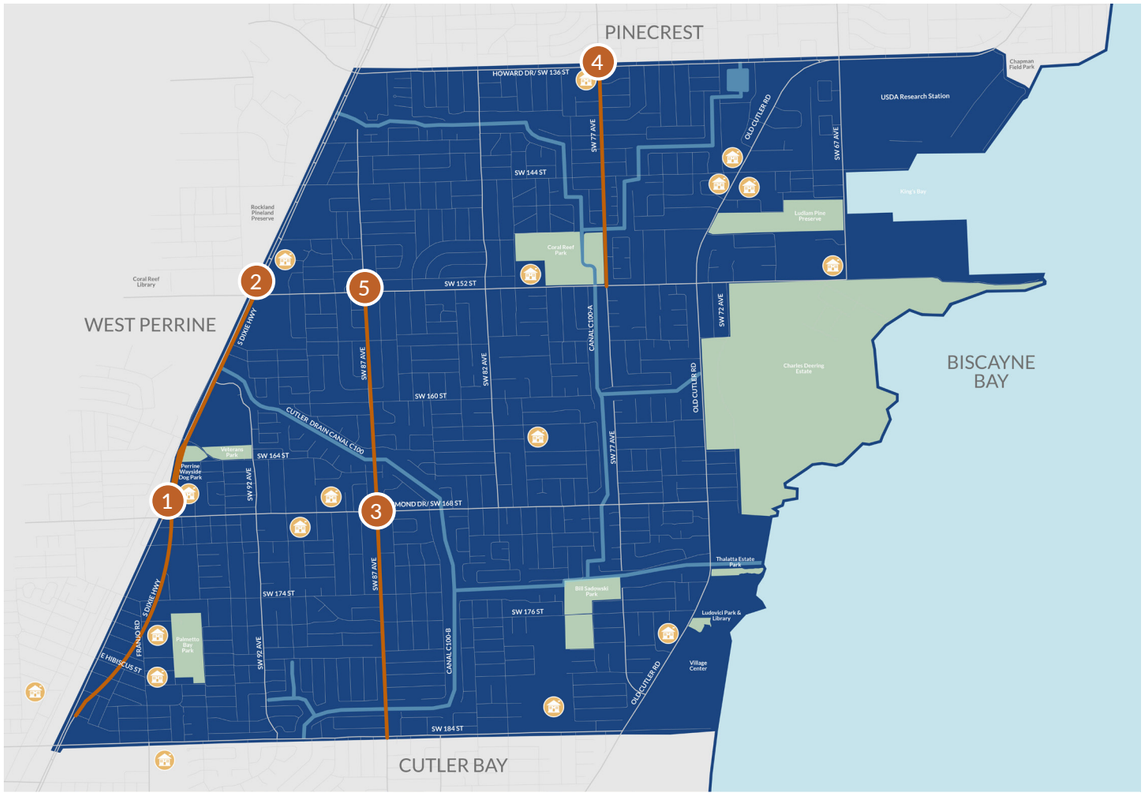
Proposed Projects/Facilities					
#	1	2	3	4	5
Name	US-1	US-1 (Southbound)	US-1	SW 87th Ave	Hibiscus Street
Extents	SW 144th St to SW 152nd St	SW 168th St to SW 184th St	SW 136th St to SW 144th St	SW 141st St to SW 152nd St	US-1 (Southbound) to Franjo Rd
Bike				→ Buffered Bike Lanes	→ Raised Bike Lane (Westbound)
Pedestrian		→ High-Visibility Crosswalks *4 intersections*	→ High-Visibility Crosswalk *1 intersection*	→ High-Visibility Crosswalks *3 intersections* → LV Crosswalks *3 intersections* → ADA Improvements *12 intersections* → Sidewalk Gap (W side) *1,098'*	→ High-Visibility Crosswalks *1 intersection* Sidewalk Gap (S side) *595'*
Transit					
Traffic Calming	→ Curb Extension *1 intersection* → On-Street Parking (S Side) *152nd*	→ Curb Extension *1 intersection*	→ Curb Extensions *2 intersections* → On-Street Parking *141st, 144th*	→ Traffic Circle *1 intersection* → Curb Extensions *3 intersections*	→ On-Street Parking (S side) → Curb Extensions *1 intersection*

Safe Routes to Transit

The Safe Routes to Transit segments include two segments of US-1, two segments of SW 87th Avenue, and one segment along SW 77th Avenue. While there is not an existing Metrobus line on SW 87th Avenue between SW 152nd and 168th Streets, this segment of SW 87th Avenue is still seen as a critical connection for riders that use either of the major routes through the Village (287 and 73).

Proposed facilities along these routes include bicycle, pedestrian, and traffic calming interventions for safe first-last mile access to bus stops, and transit stop amenities and infrastructure where missing. Every bus stop along each segment was analyzed for where low-cost improvements like seating and shade could have the most impact on riders. Facilities new to the Village, like bus bays and bus platforms, are also introduced along SW 152nd and 168th Streets.





Safe Routes to Transit Segments.

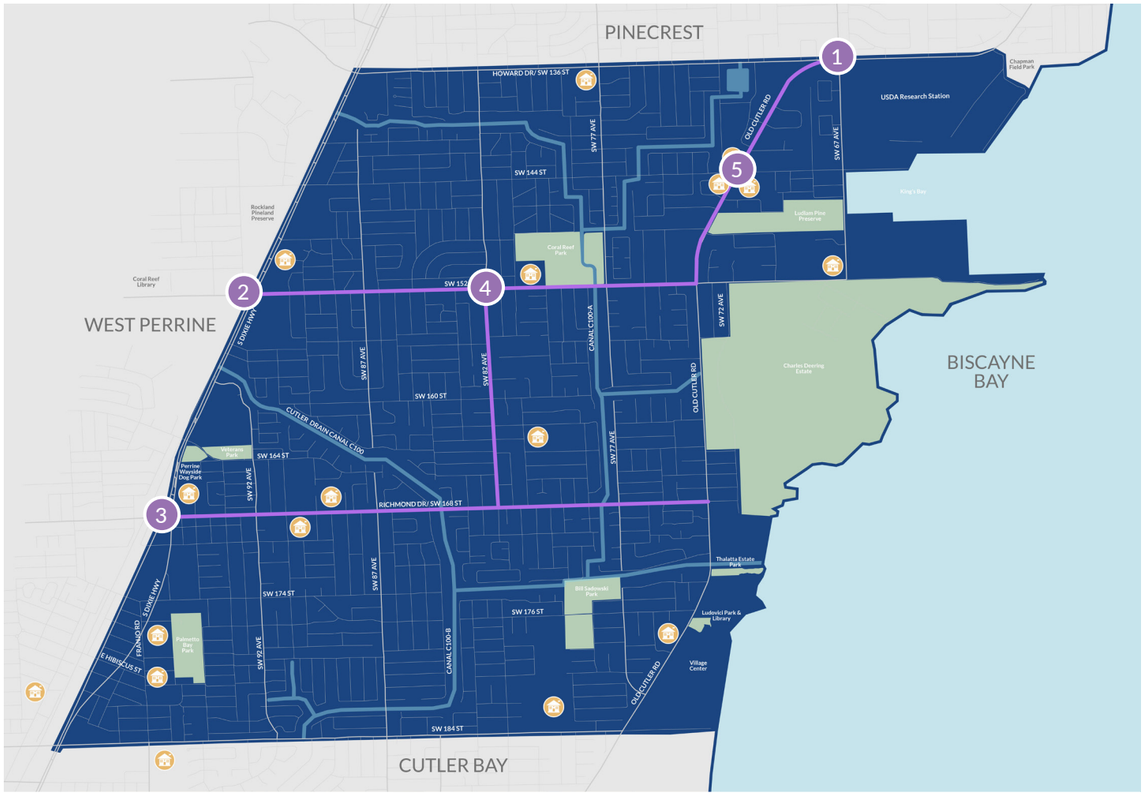
Proposed Projects/Facilities					
#	1	2	3	4	5
Street Name	US-1 (Northbound)	US-1	SW 87th Avenue	SW 77th Avenue	SW 87th Avenue
Extents	SW 168th St to SW 183rd St	SW 15nd St to SW 168th St	SW 168th St to SW 184th St	SW 136th St to SW 152nd St	SW 152nd St to SW 168th St
Bike		-	→ Protected Bike Lanes	→ Two-Way Cycle Track (E side)	→ Protected Bike Lanes
Pedestrian	→ Intersection improvements at SW 168th St	→ Intersection improvements at SW 152nd St and 160th St	→ High-Visibility Crosswalks *4 intersections 8 crosswalks* → Raised Crosswalk w/ RRFB *1 intersection* → ADA Improvements *11 intersections*	→ High-Visibility Crosswalks *7 intersections* → Raised Crosswalks w/ RRFBs *2 locations* → ADA Improvments *1 intersection*	→ High-Visibility Crosswalks *2 intersections* → Low-Visibility Crosswalks *2 intersections* → ADA Improvements *8 intersections*
Transit		-	→ ADA Access *3 bus stops* → Bench *1 bus stop*	→ Shade Structures *4 bus stops* → ADA Access *5 bus stops* → Benches *4 bus stops*	-
Traffic Calming	→ Intersection improvements at SW 168th St	→ Intersection improvements at SW 152nd St and 160th St	→ Diverter *1 intersection* → Curb Extensions *4 intersections*	→ Curb Extensions *7 intersections*	→ Mini Traffic Circle *1 intersection* → Curb Extensions *3 intersections*

Safe Routes to School

The Safe Routes to School segments include arterial and collector roads in the Village that pass by the densest concentrations of public and private schools, clustering proposed facilities within school zones and at key intersections adjacent to schools.



Proposed facilities along these routes include high-visibility crosswalks within all school zones, new sidewalk segments where necessary to facilitate safe travel to school, and traffic calming and transit measures to boost connectivity to transit and intersecting Neighborhood Greenways. Two bus bays and one bus platform are new facilities that do not yet exist in the Village, at intersections within one block to school entrances. These bus improvements generally improve efficiencies and safety along these corridor segments for all modes.



Safe Routes to School Segments.

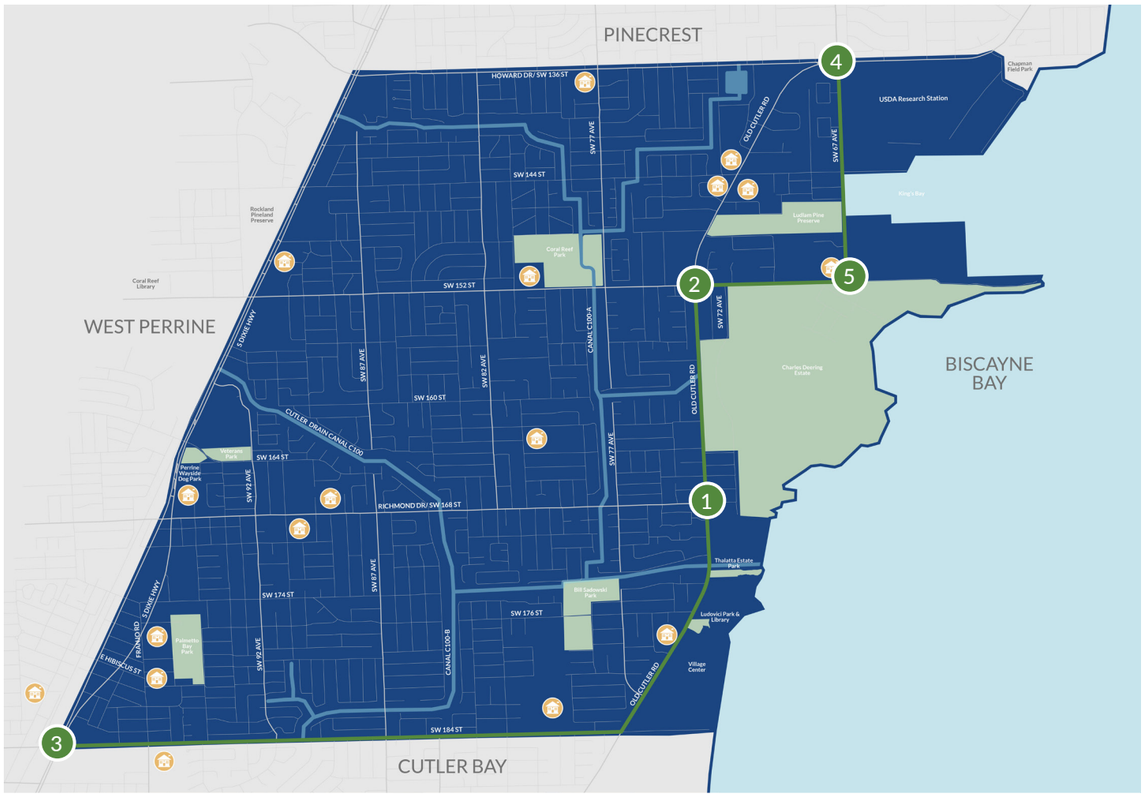
Proposed Projects/Facilities					
Route #	**1**	**2**	**3**	**4**	**5**
Street Name	Old Cutler Road	SW 152nd Street	SW 168th Street	SW 82nd Avenue	Old Cutler Road
Extents	SW 67th Ave to SW 144th St	US-1 to Old Cutler Road	US-1 to Old Cutler Road	SW 141st St to SW 152nd St	SW 144th St to SW 152nd St
Bike		→ Shared Use Path (S side)	→ Shared Use Path (S side)		
Pedestrian	→ High-Visibility Crosswalks *1 intersection* → LV Crosswalks *2 intersections* → ADA Improvements *2 intersections* → SW 144th Sidewalk Gap (N side) *2,214'* → Old Cutler Road Sidewalk Gap (W side) *3,225'*	→ High-Visibility Crosswalks *6 intersections* → Raised Crosswalk *2 intersections* → Sidewalk Gap *355'*	→ High-Visibility Crosswalks *6 intersections* → Sidewalk Gap *579'*	→ High-Visibility Crosswalks w/ RRFB (1) *2 intersections* → Low-Visibility Crosswalks *3 intersections* → ADA Improvements *3 intersections*	→ Sidewalk Gap (W side) *2,869'*
Transit		→ Bus Bays *3 bus stops* → Bus Platform *1 bus stop* → Bus Shelters *4 bus stops* → Shade Structure *1 bus stop* → ADA Access *3 bus stops* → Benches *2 bus stops*	→ Bus Bays 2 stops → Bus Shelters 2 stops → ADA Access 2 stops → Benches 2 stops		
Traffic Calming	→ Curb Extensions *1 intersection*	→ Curb Extensions *5 intersections*	→ Curb Extensions *5 intersections*		

Safe Routes to Recreation

The Safe Routes to Recreation segments are primarily along the edges of the Village, on several of the busiest and highest speed corridors. These segments provide the most direct connections to the Village's longest trail segment along Old Cutler Road, as well as to the largest recreation property in the Village at Deering Estate. Thalatta Estate and Ludovici Park are also directly serviced by these corridor segments.



Proposed facilities for these segments include multiple trail crossings, accommodating Neighborhood Greenway intersections where necessary. A shared use path along SW 184th Street provides a new linear bicycle facility, and new sidewalk segments are proposed for the west side of Old Cutler Road to enhance the usability of that corridor for pedestrians uncomfortable on the shared use path.

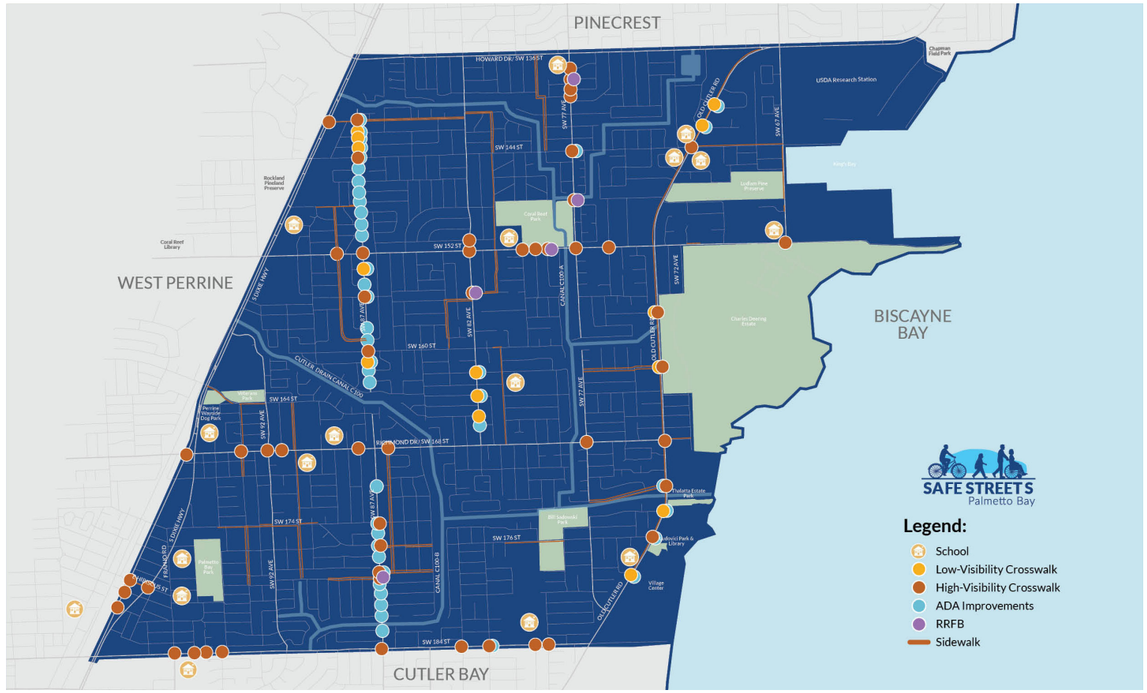


Safe Routes to Recreation Segments.

Proposed Projects/Facilities					
#	1	2	3	4	5
Name	Old Cutler Road	Old Cutler Road	SW 184th Street	SW 67th Avenue	SW 152nd Street
Extents	SW 168th St to SW 184th St	SW 152nd St to SW 168th St	US-1 to Old Cutler Road	SW 136th St to SW 152nd St	SW 67th Ave to Old Cutler Rd
Bike			→ Shared Use Path (N side)	→ Protected Bike Lanes	→ Shared Use Path
Pedestrian	→ High-Visibility Crosswalks *3 intersections* → Low-Visibility Crosswalks *2 intersections* → ADA Improvements *4 intersections* → Sidewalk Gap (W side) *3,872'*	→ High-Visibility Crosswalks *2 intersections* → Low-Visibility Crosswalks *2 intersections* → Sidewalk Gap (W side) *1 mile*	→ High-Visibility Crosswalks *6 intersections* → ADA Improvements *1 intersection*	→ High-Visibility Crosswalk *1 intersection* - Sidewalk Gap (W side) *2,048'*	
Transit					
Traffic Calming	→ Curb Extensions *2 intersections*	→ Curb Extensions *2 intersections*	→ Curb Extensions *2 intersections*	→ Curb Extensions *1 intersection*	

[Future] State of Walking

Proposed Pedestrian Facilities

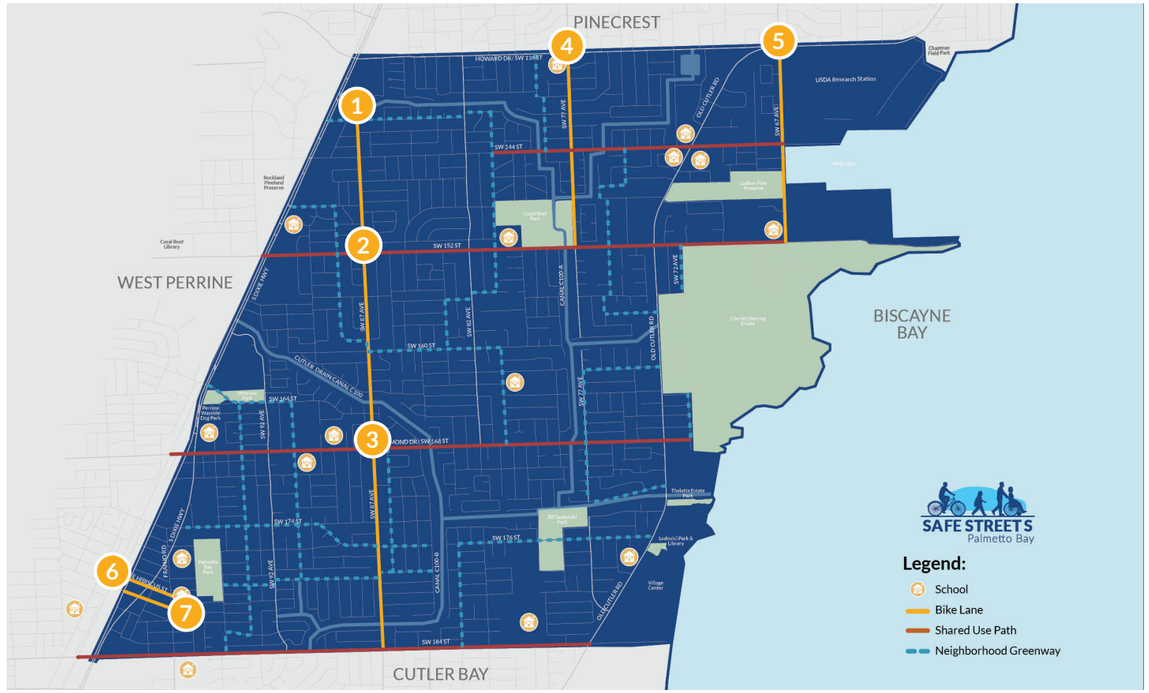


The Action Plan proposes pedestrian improvements to a total of 81 intersections along the Complete Streets segments. Proposed pedestrian facilities include new or upgraded high-visibility crosswalks, new low-visibility crosswalks, ADA curb ramps and/or tactile warning pads, new sidewalk segments, and new Rectangular Rapid Flashing Beacons.

High-Visibility Crosswalks	102 crosswalks 52 intersections
Low-Visibility Crosswalks	15 crosswalks 14 intersections
ADA Improvements	42 intersections
Rectangular Rapid Flashing Beacons (RRFBs)	5 RRFBs
New Sidewalks	17.6 miles • Complete Streets Segments: 3.2 miles • Neighborhood Greenway Network: 14.4 miles

[Future] State of Biking

Proposed Bike Facilities



The Action Plan proposes an additional 14 miles of bike facilities on collector and downtown roads along the Complete Streets segments, effectively doubling the mileage of existing shared use paths, and more than tripling the mileage of existing dedicated facilities. Of the dedicated facilities proposed, the majority are protected (4.5 miles).



1 BUFFERED BIKE LANE



2 3 5 PROTECTED BIKE LANE



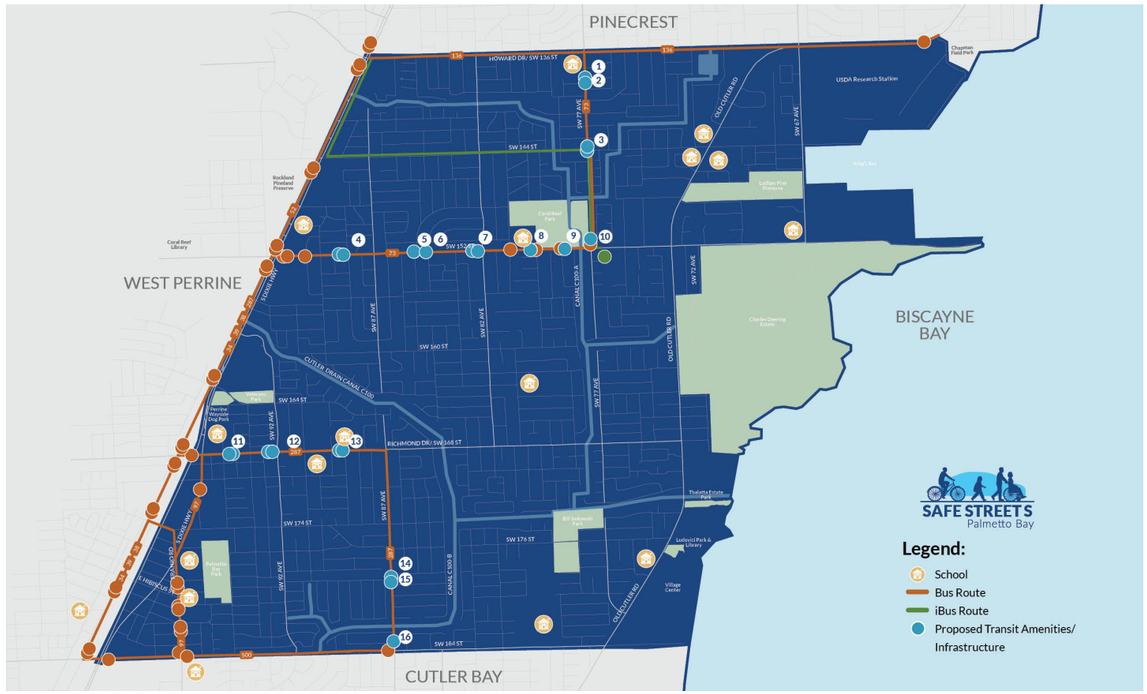
6 7 RAISED BIKE LANE



4 TWO-WAY CYCLE TRACK

[Future] State of Riding Transit

Proposed Transit Facilities

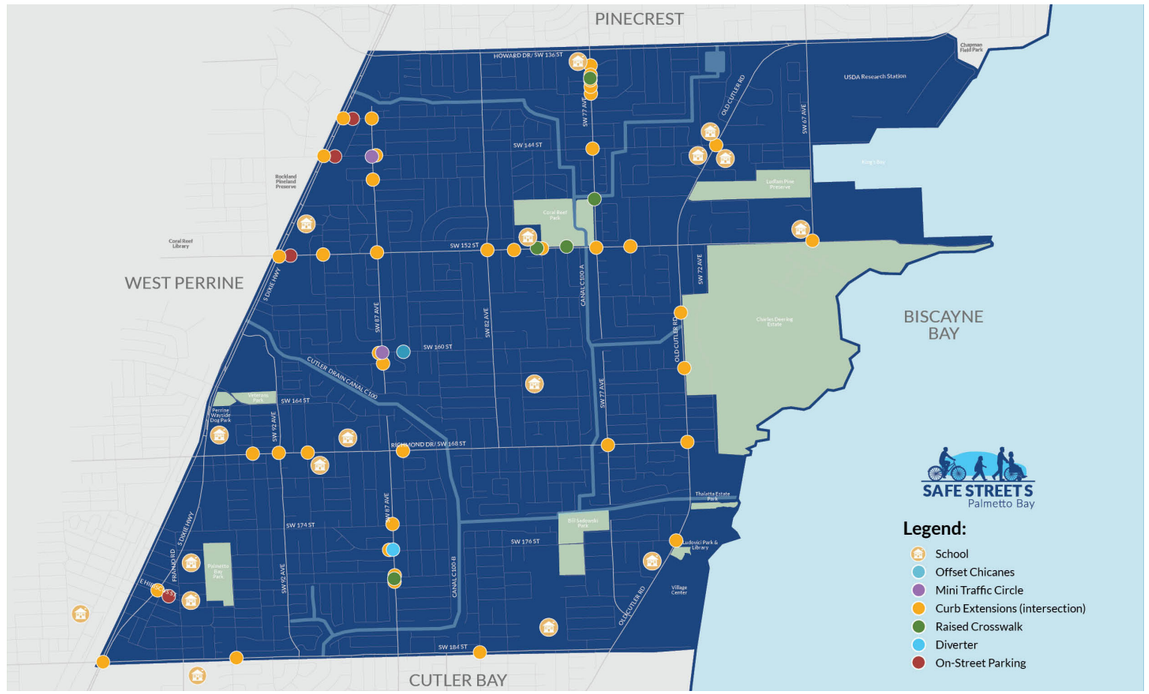


The Action Plan proposes improvements to over half of the bus stops within the Village (22/40), along the Complete Streets segments, including improving ADA access (12 bus stops); adding shade structures and additional seating (9 bus stops); and bus shelters (9 bus stops). A total of six bus bays and one bus platform are proposed.

1 | SW 77th Ave/SW 138th St (x1 stop)	ADA access (southbound)
2 | SW 77th Ave/SW 138th Ter (x1 stop)	Shade structure, bench, ADA access (northbound)
3 | SW 77th Ave/SW 144th St (x2 stops)	Shade structures, benches, ADA access
4 | SW 152nd St/SW 88th Ave (x2 stops)	Bench, ADA access (eastbound) Bus shelter (westbound) Bus bay (westbound)
5 | SW 152nd St/SW 84th Ct (x1 stop)	Bus shelter (westbound) Bus bay (westbound)
6 | SW 152nd St/SW 84th Ave (x1 stop)	Bus shelter (eastbound) Bus bay (eastbound)
7 | SW 152nd St/SW 82nd Ave (x2 stops)	Shade structure, bench, ADA access (westbound) Bus shelter (eastbound)
8 | SW 152nd St/Coral Reef Elementary (1 stop)	Bus shelter (eastbound) Bus platform (eastbound)
9 | SW 152nd St/SW 78th Ct (1 stop)	ADA access (eastbound)
10 | SW 152nd St/SW 77th Ave (x1 stop)	Shade structure, bench, ADA access (northbound)
11 | SW 168th St/SW 94th Ave (x2 stops)	Benches, ADA access
12 | SW 168th St/SW 92nd Ave (x2 stops)	Bus shelters Bus bays
13 | SW 168th St/Academy of the Arts (x2 stops)	Bus shelters
14 | SW 87th Ave/SW 178th St (x1 stop)	ADA access (northbound)
15 | SW 87th Ave/SW 178th Ter (x1 stop)	Bench, ADA access (southbound)
16 | SW 87th Ave/SW 184th St (x1 stop)	ADA access (southbound)

[Future] State of Traffic Calming

Proposed Traffic Calming Facilities



The Action Plan introduces six new types of traffic calming interventions to the Village to manage speeds and volumes along the Complete Streets segments and the Neighborhood Greenway network. All of the proposed interventions can be implemented using the Quick-Build Toolkit included in the Action Plan.



OFFSET CHICANES

Image: City of Pittsburgh



MINI TRAFFIC CIRCLE

Image: City of Long Beach



RAISED CROSSWALK

Image: AZDOT



DIVERTER

Image: FHWA

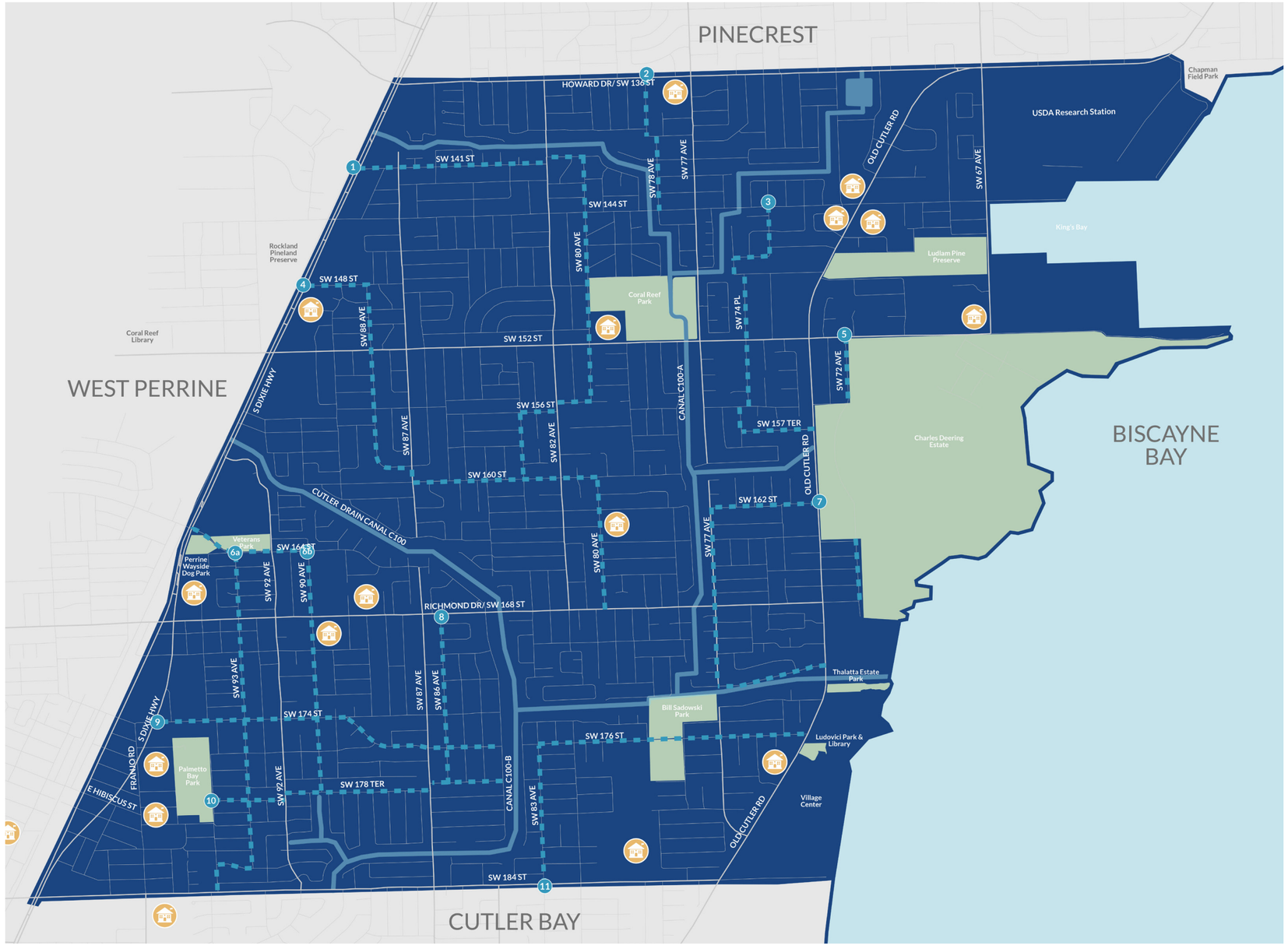
Safe Routes Home

Neighborhood Greenway Network

To supplement the Complete Streets segments, and provide low-stress alternatives to travel for vulnerable roadway users, a 15.5-mile network of traffic-calmed and volume-managed streets are proposed primarily for the Village's local roads. Appropriate along these 11 Neighborhood Greenway routes are interventions like mini traffic circles, offset chicanes, diverters, bicycle pavement markings, and raised crossings (all of which are represented in the proposed facilities maps in the previous pages). Each route was designed to provide as much continuous east-west or north-south travel as possible, adjacent to collector and arterial roads, while also minimizing major crossings. Where the routes intersect collector or arterial roads, a minimum of high-visibility crosswalks, curb extensions, and bicycle crossing markings are proposed to ensure seamless connection. Just over 14 miles of new sidewalks are proposed for these routes as a way to help prioritize the build-out of sidewalks on local roads.

The identification of routes was also influenced by where there are already existing traffic calming efforts and/or challenges. Streets immediately adjacent to assets like schools and parks were also included, as these streets are already appropriate for efforts like Safe Routes to School, and should be focuses for managing vehicle volumes and speeds.

It is envisioned that most of the Neighborhood Greenways are built out and evaluated using the Quick-Build methodology, as they are compilations of spot and intersection treatments that allow for nimble responses to traffic safety concerns.



PRIORITY SEGMENTS

Prioritization Criteria

Criteria Name	Scoring
Safety	→ The segment is an entire HIN segment, AND includes at least one HIN intersection | **4** → The segment includes/is a HIN segment OR HIN intersection | **3** → The segment includes an additional high-crash segment or intersection | **2** → The segment includes one KSI | **1**
Vulnerable Users	→ The segment includes more than two bicycle/pedestrian KSIs | **3** → The segment includes two bicycle/pedestrian KSIs | **2** → The segment includes one bicycle/pedestrian KSI | **1**
Equity	→ The segment is adjacent to or runs through multiple Minority Population Census Tracts | **3** → The segment is adjacent to or runs through Census Tract 82.08 | **2** → The segment is adjacent to or runs through one Minority Population Census Tract or Disadvantaged Community Census Tract | **1**
Previous Plans	→ The segment includes four projects/facilities proposed in previous plans | **4** → The segment includes three projects/facilities proposed in previous plans | **3** → The segment includes two projects/facilities proposed in previous plans | **2** → The segment includes one project/facility proposed in previous plans | **1**
Parks & Schools	→ The segment passes by/intersects more than one school and/or park | **3** → The segment passes by/intersects one school and one park | **2** → The segment passes by/intersects one school or one park | **1**
Network Connectivity	→ The proposed bike facility on this segment would connect two existing facilities | **2** → The proposed bike facility on this segment would connect to one existing facility | **1**
Capital Cost	→ The segment projects would cost $1,000,000 or less to build | **3** → The segment projects would cost $1,000,001-$5,000,000 to build | **2** → The segment projects would cost greater than $5,000,000 to build | **1**
Incremental Implementation	→ Projects in all four categories can be implemented using the Quick-Build methodology | **4** → Projects in three categories can be implemented using the Quick-Build methodology | **3** → Projects in two categories can be implemented using the Quick-Build methodology | **2** → Projects in one category can be implemented using the Quick-Build methodology | **1**

Priority Segment Map

Each of the 20 Complete Streets segments was evaluated against the criteria on the previous page, producing eight Priority Segments, in order of highest to lowest priority below:

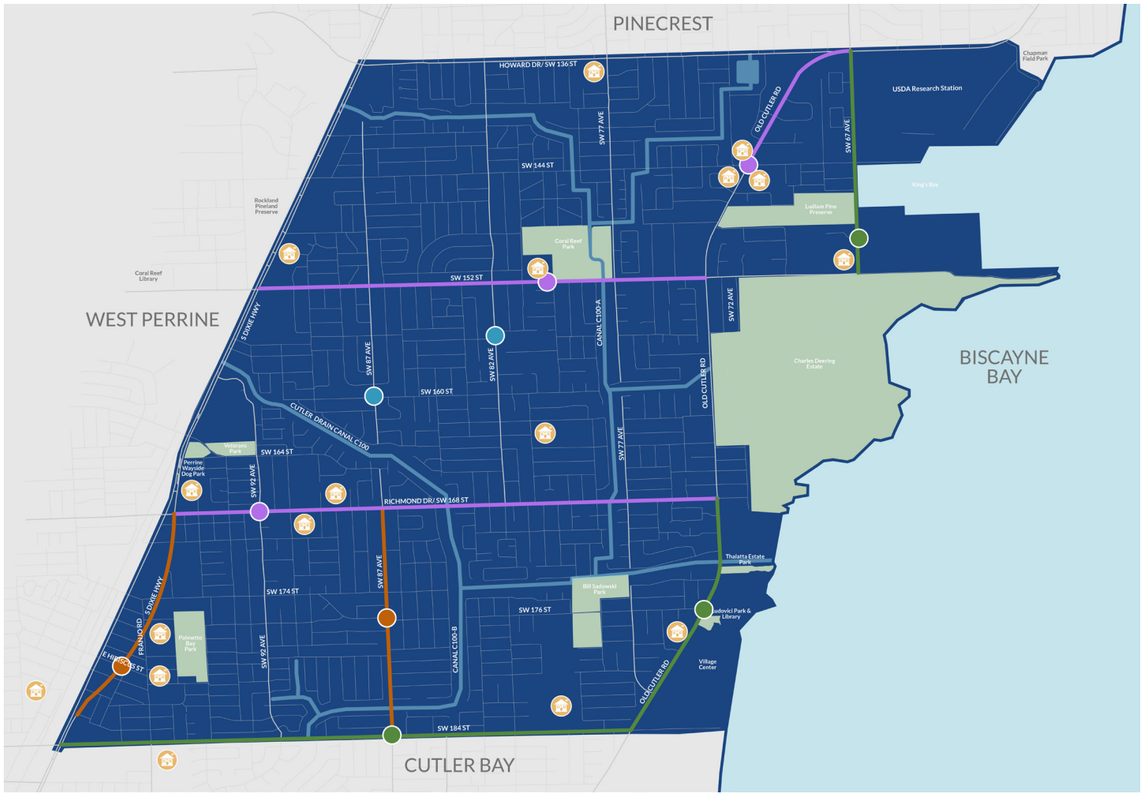
- → **Old Cutler Road** from SW 67th Avenue to SW 144th Street
- → **SW 168th Street** from Old Cutler Road to US-1
- → **SW 184th Street** from Old Cutler Road to US-1
- → **SW 152nd Street** from SW 67th Avenue to US-1
- → **SW 87th Avenue** from SW 168th Street to SW 184th Street
- → **Old Cutler Road** from SW 168th Street to SW 184th Street
- → **US-1 Northbound** from SW 168th Street to SW 183rd Street
- → **SW 67th Avenue** from SW 136th Street to SW 152nd Street

Key project concepts for each of the Priority Segments, and two locations along the Safe Routes Home network, are in the pages that follow.



Map Legend

- Safe Routes to Transit
- Safe Routes to School
- Safe Routes to Recreation
- Safe Routes Home



Complete Streets Network Priority Segments & Key Project Drawings.

US-1 / Hibiscus Street

Safe Routes to Transit



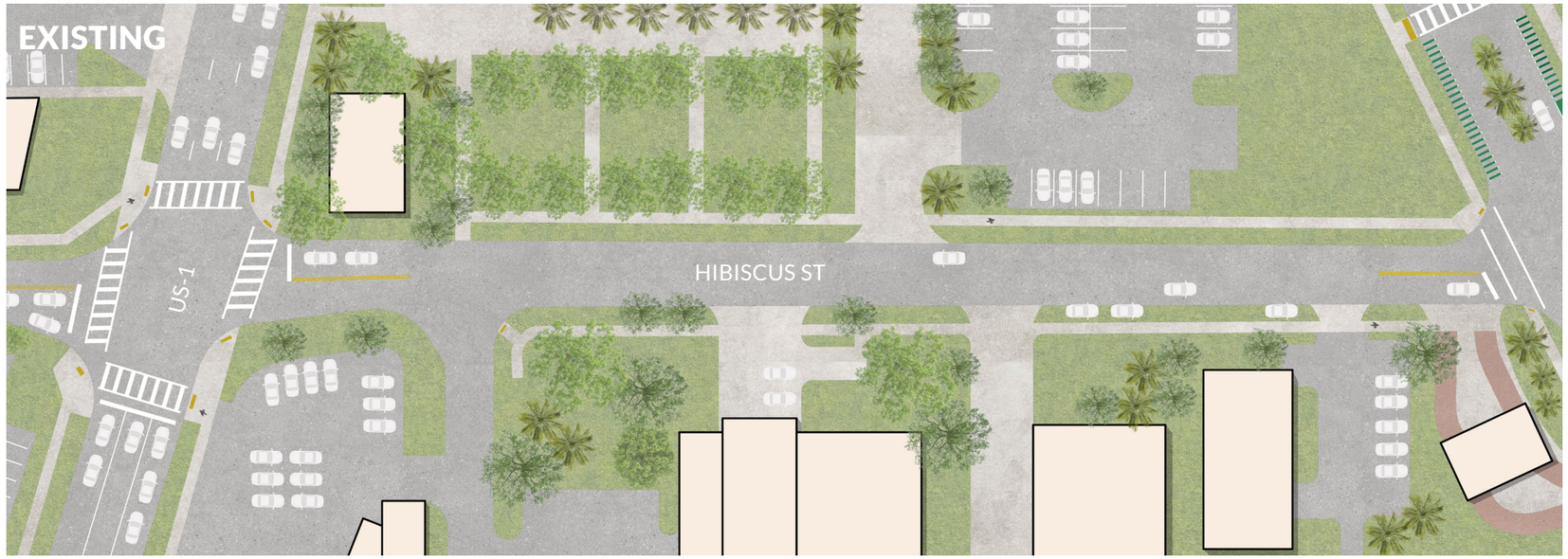
Estimated Project Cost: $50k - $100k

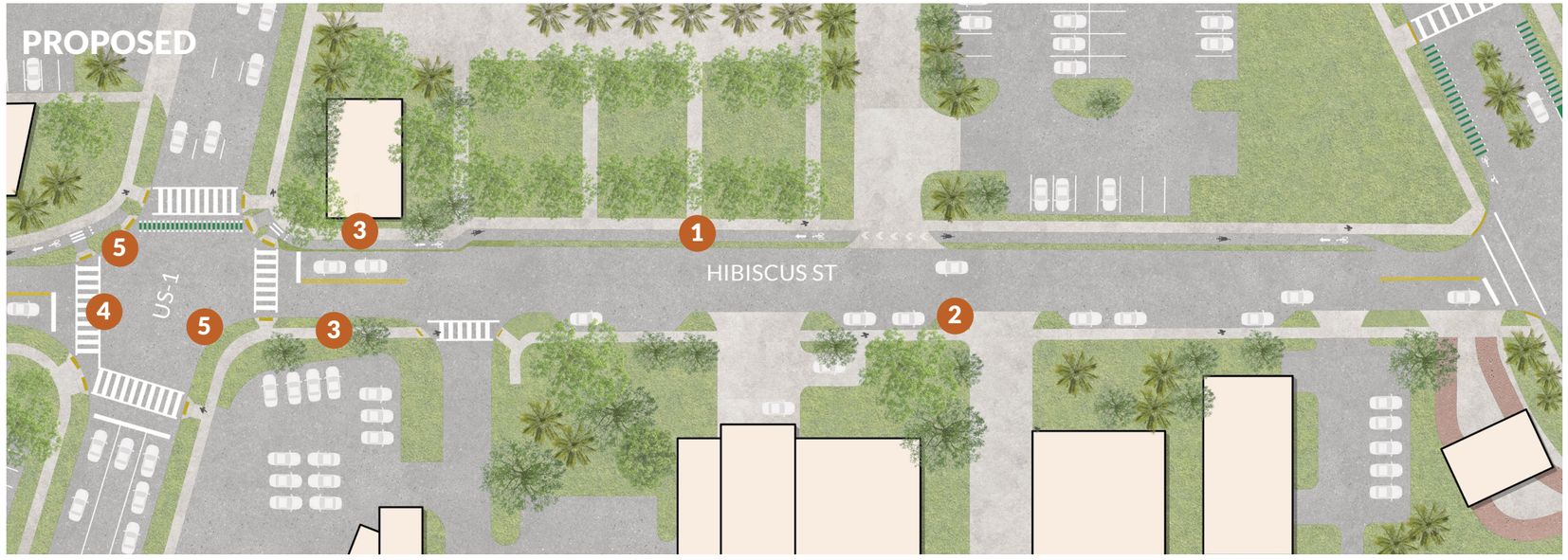
**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

Hibiscus Street is a key connection through the Village's commercial center to US-1 and the Transitway, with the closest transit stop just south at Indigo Street. The intersection of US-1 (northbound) and Hibiscus Street is the location of three KSI crashes from 2019-2023, and is along the worst-ranked High-Injury Network segment within the Village. In addition, bicycle facilities along this segment have been one of the most frequently proposed projects in previous Village transportation plans.

For this key project, the existing width of the right-of-way remains the same, but the existing planting strips between the curb and sidewalk are re-purposed to create on-street parking and a one-way raised bike lane. The raised bike lane on Hibiscus Street is proposed to be westbound, as a one-way pair with an eastbound raised bike lane on Indigo Street. The on-street parking allows for more efficient access to services along Hibiscus Street and Franjo Road, and functions as traffic calming by creating perceived friction between the travel lane and parking lane.

At US-1 (northbound), curb extensions help better align the intersection, and high-visibility crosswalks are repositioned for better pedestrian visibility.





Drawing Elements

1. Raised Bike Lane
2. On-Street Parking
3. New Sidewalk
4. High-Visibility Crosswalk
5. Curb Extension

SW 87th Avenue / SW 176th Street

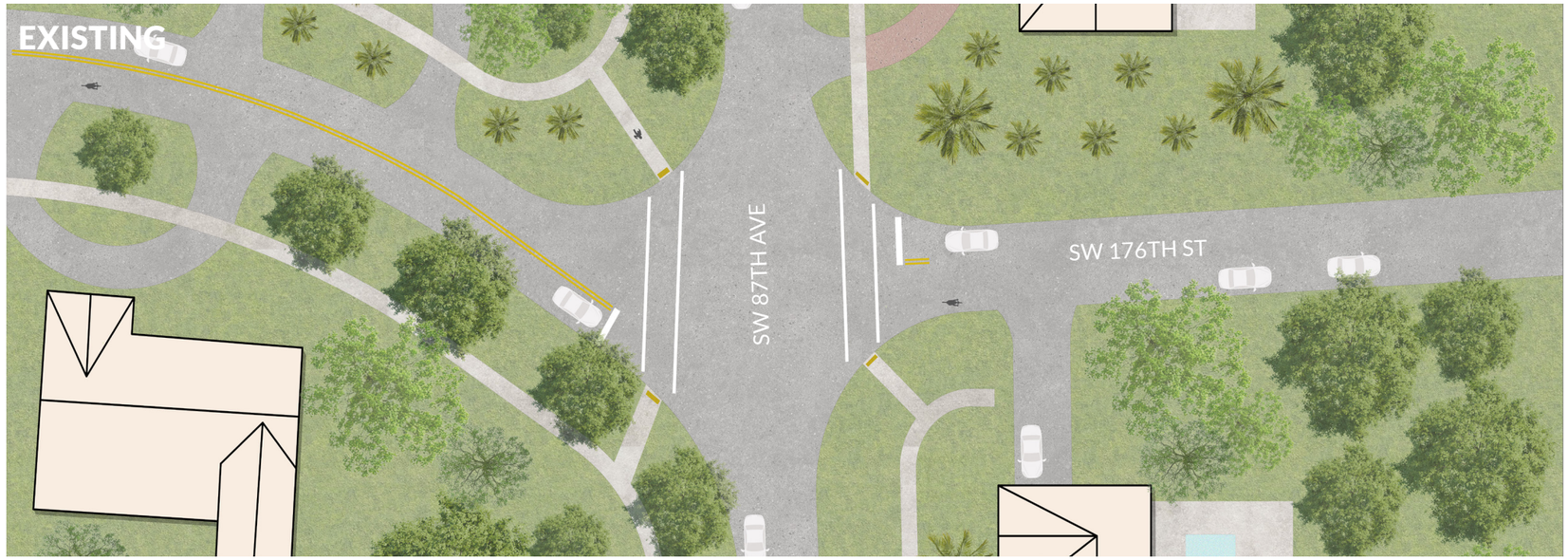
Safe Routes to Transit

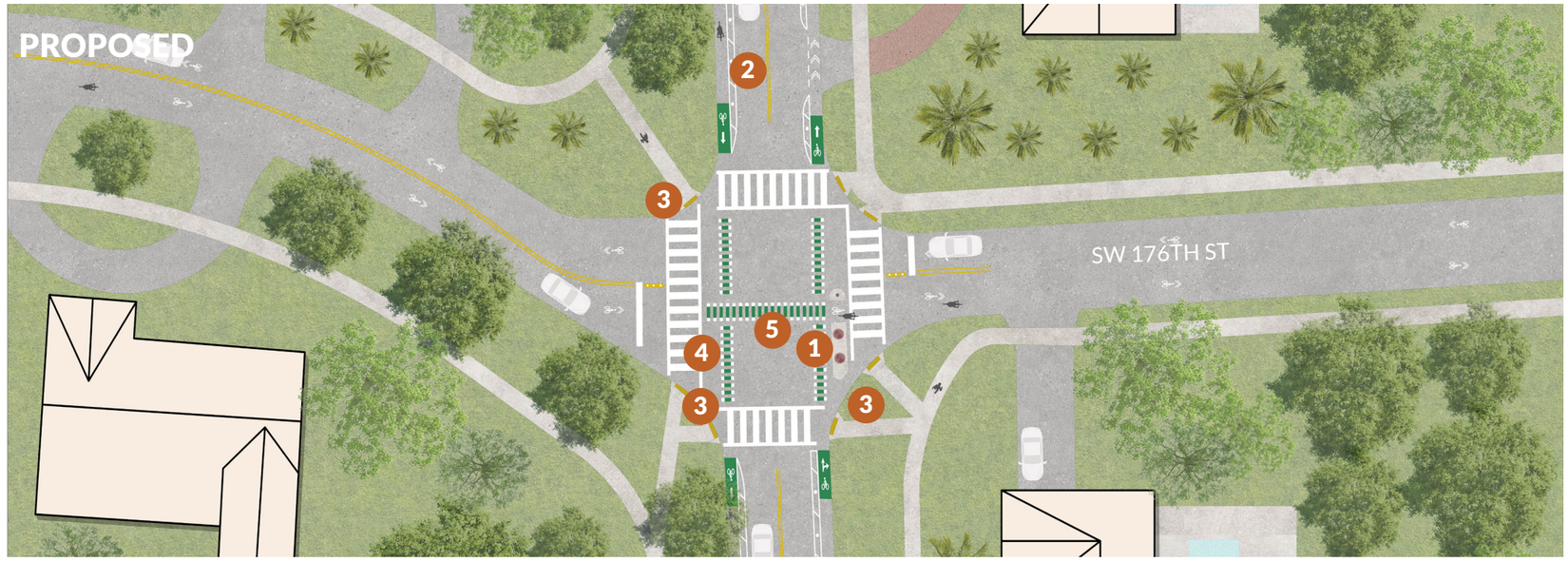
Estimated Project Cost: $100k - $200k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

The segment of SW 87th Avenue between SW 164th and 184th Streets is a Miami-Dade County Metrobus route, and currently experiences challenges with traffic congestion and cut-through traffic during peak times, with negative impacts on adjacent neighborhoods. The key project location illustrated is the intersection between SW 87th Avenue and one of the proposed Neighborhood Greenway routes (#9). The Neighborhood Greenway route along SW 176th Street intersects route #8 along SW 86th Avenue.

At this intersection, a traffic diverter that prevents eastbound turns onto SW 176th Street is proposed, with a cut-through to maintain porosity for bicycle travel. Curb extensions at three of the four corners help better align the intersecting streets, and tighten turning radii. The proposed protected bike lanes are represented along this segment, and center line hardening is proposed on the west segment of SW 176th Street to deter left turns from cutting into the eastbound lane. As this is at the intersection of a Neighborhood Greenway route, high-visibility crosswalks are shown, with bike intersection markings clarifying travel for bicyclists through the intersection. Shared lane markings reinforce the shared nature of the Neighborhood Greenway.





Drawing Elements

1. Diverter
2. Protected Bike Lane
3. Curb Extension
4. High-Visibility Crosswalk
5. Bike Intersection Marking

Old Cutler Road / SW 144th Street

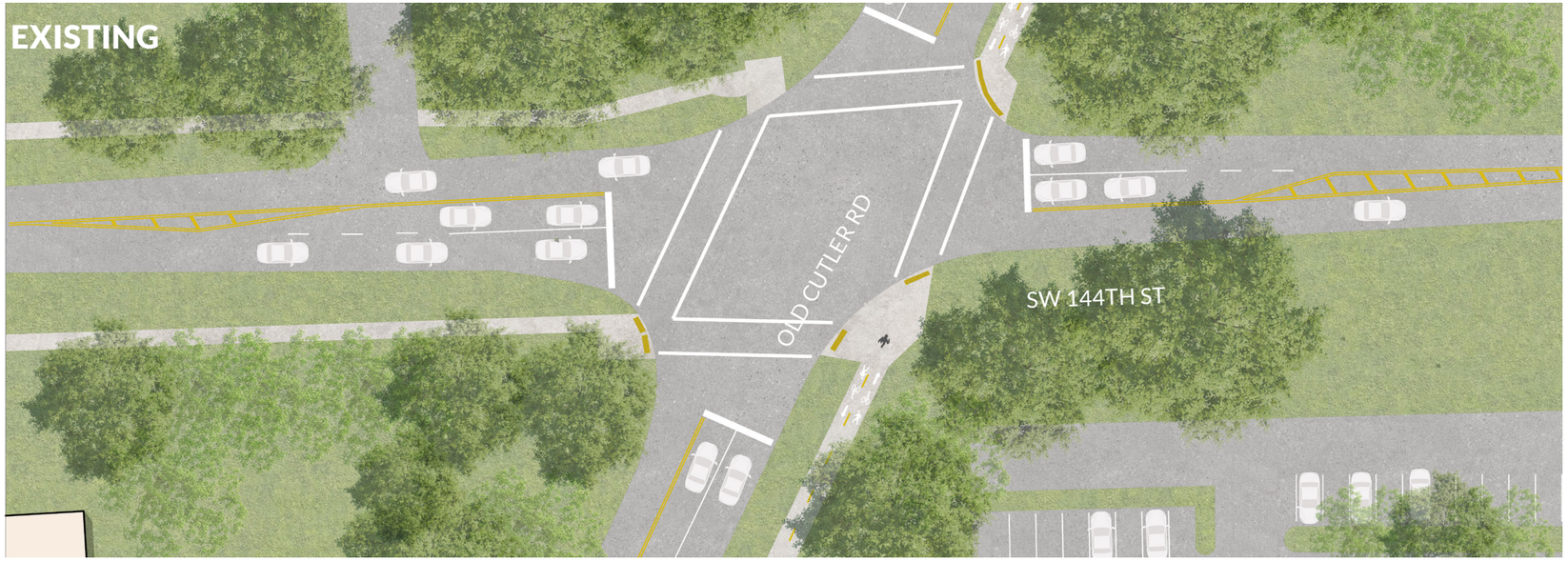
Safe Routes to School

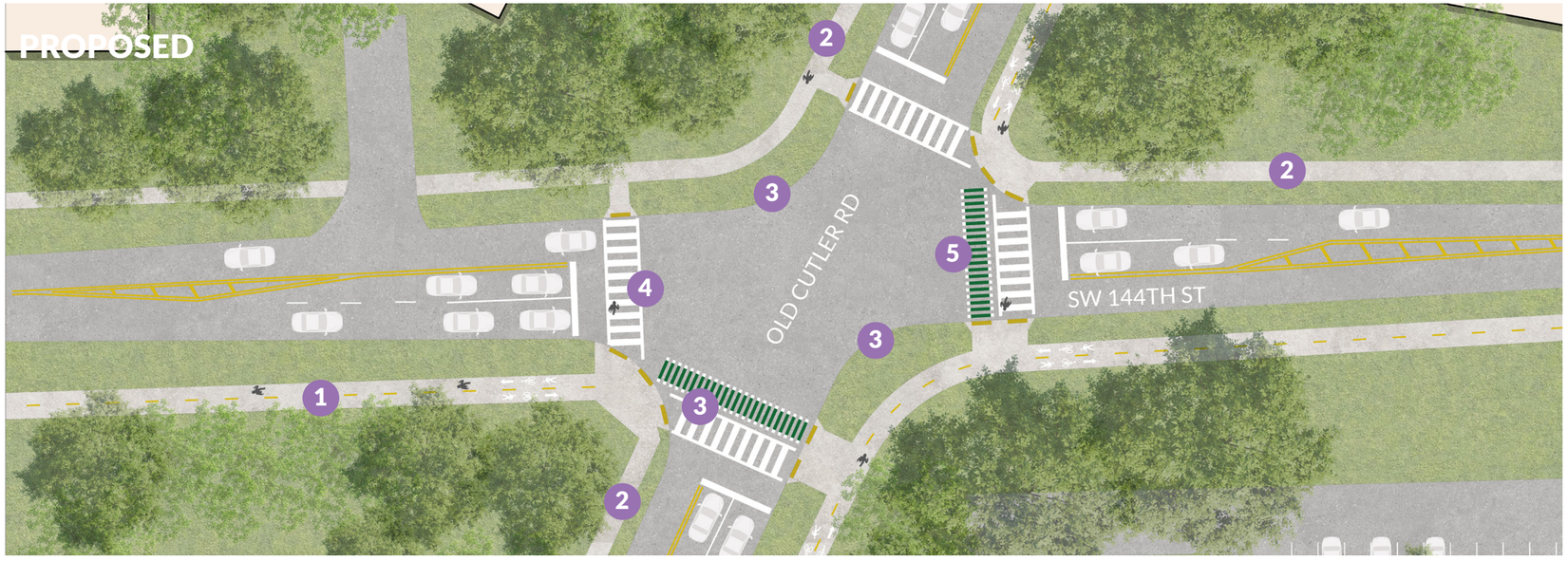
Estimated Project Cost: $50k - $100k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

SW 144th Street at Old Cutler Road is the southern edge of one of the Village's High-Injury Network segments, and is the location of one motor vehicle serious injury from 2019-2023. At this intersection are multiple churches, a Montessori school, and two preschools, making it a hot spot for adjacency to education assets in the Village. Principally, the intersection is expansive, with wide curb extensions and long crosswalks, increasing the safety risk to pedestrians and bicyclists, especially those using the Old Cutler Road shared use path.

Proposed improvements tighten the intersection and re-align the crosswalks to be perpendicular with the direction of vehicle travel. This re-alignment allows for shorter crosswalks, and therefore less time spent in the active travel way. The proposed shared use path along SW 144th Street is illustrated, and proposed trail crossing markings are proposed in conjunction with high-visibility crosswalks. Sidewalk gaps along Old Cutler Road and SW 144th Street are filled to allow for as much safe travel on foot at this intersection, and along the High-Injury Segment, as possible.





Drawing Elements

1. Shared Use Path
2. New Sidewalk
3. Curb Extension
4. High-Visibility Crosswalk
5. Trail Crossing Marking

SW 152nd Street @ Coral Reef

Safe Routes to School



Estimated Project Cost: $50k - $100k

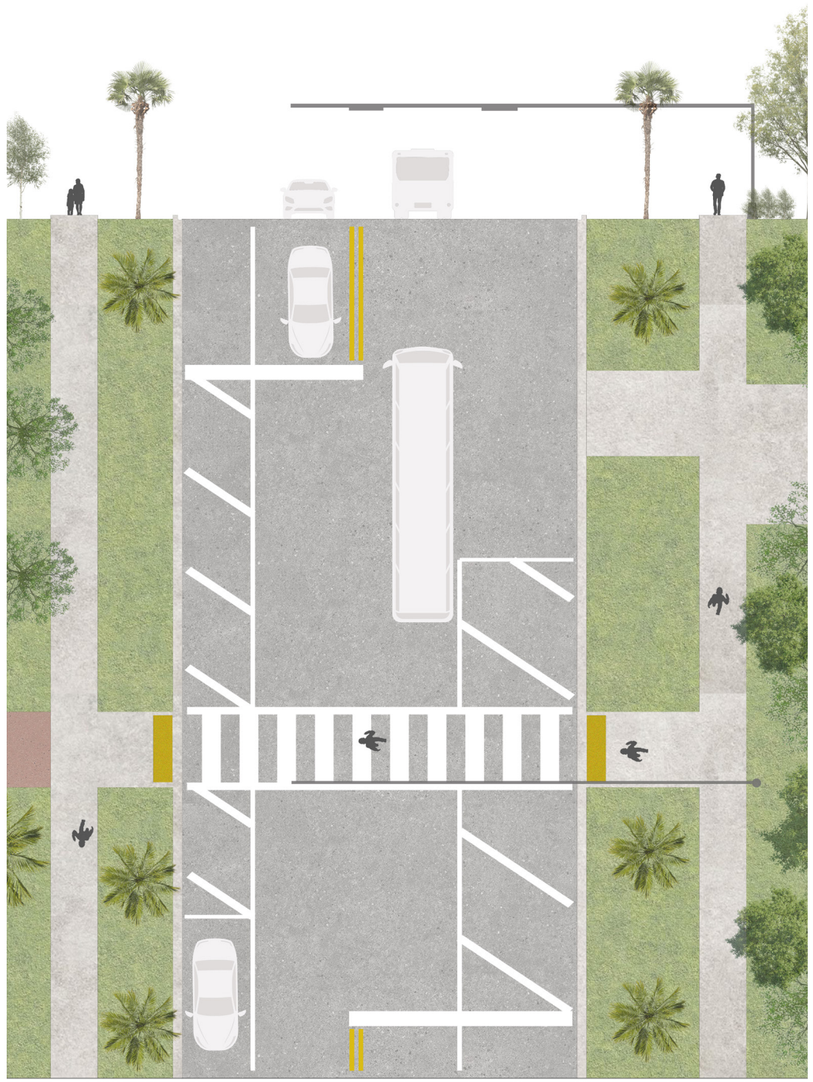
**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

This segment of SW 152nd Street between SW 77th and 82nd Avenues is the worst-ranked High-Injury Network Segment along the Village's collector roads, and is a segment with a pedestrian fatality (at SW 78th Court). The proposed concept for this location includes hardening of the sidewalk extensions installed for the Demonstration Project. These sidewalk extensions are existing No Parking and Bus Only areas. It is also proposed that the existing crosswalk become raised to increase visibility of pedestrians, especially young children, as they're crossing. The sidewalk extension becomes a bus platform at the bus stop, allowing for in-lane boarding and alighting. The mirrored sidewalk extensions create a perceived narrowing of the roadway, with when combined with the raised crosswalk, ensure slow travel speeds right in front of the school.

Drawing Elements

1. Shared Use Path
2. Raised Crosswalk
3. Sidewalk Extension
4. Bus Platform + Shelter
5. Planter

EXISTING



PROPOSED



SW 168th Street / SW 92nd Avenue

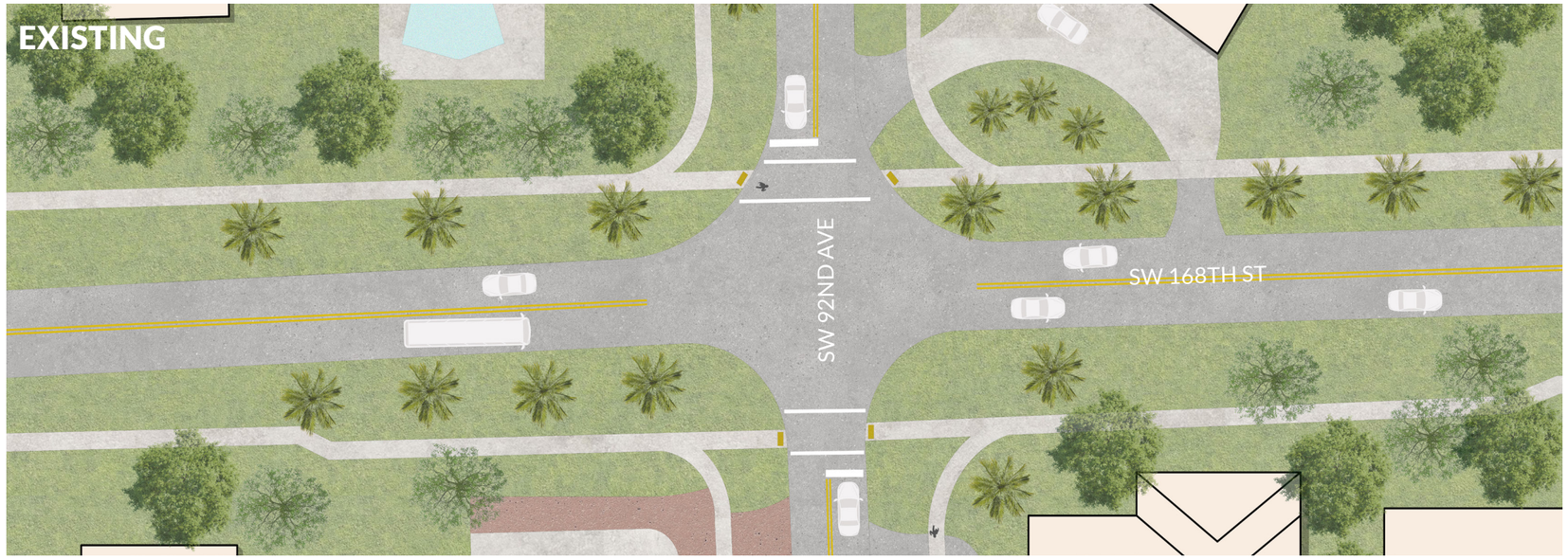
Safe Routes to School

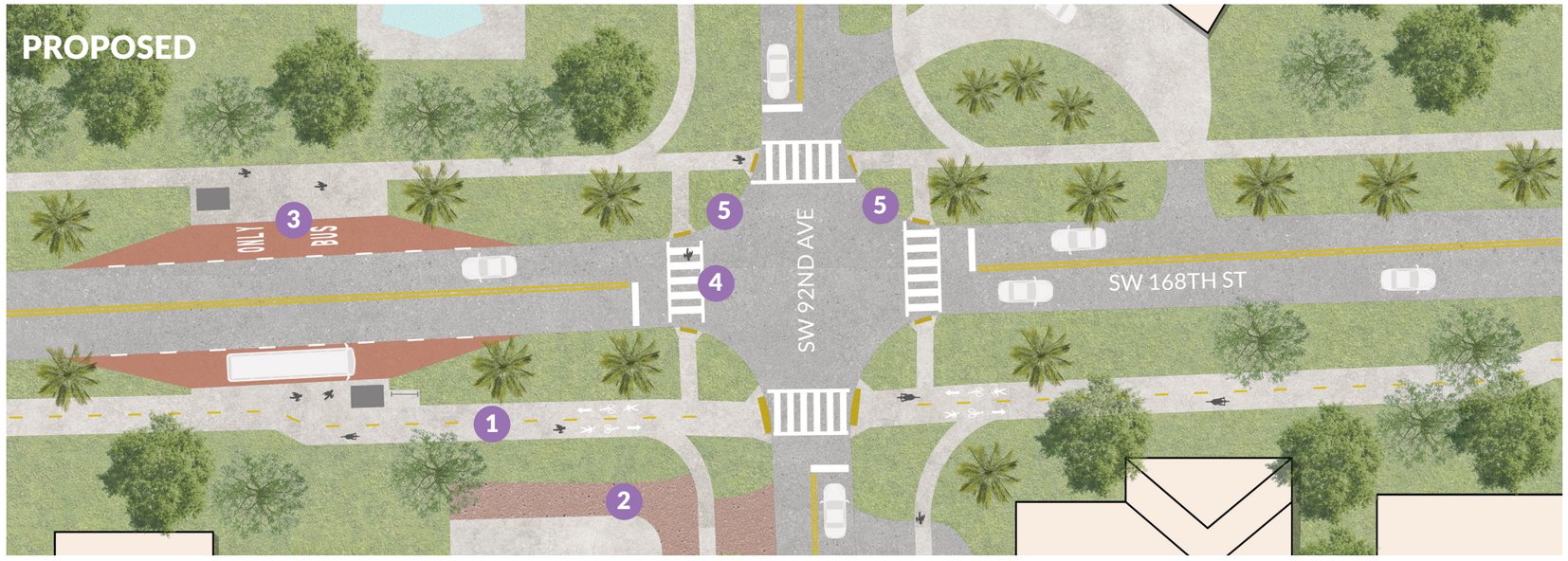
Estimated Project Cost: >$200k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

SW 168th Street at SW 92nd Avenue is at the western edge of a School Zone, and is the location of a pair of bus stops for the Miami-Dade County Metrobus route 287. The intersection is tightened to reduce unnecessary asphalt space and slow turning speeds, and high-visibility crosswalks are proposed to increase pedestrian access to the bus stop. A four-way stop is proposed, as the two high-visibility crosswalks across SW 168th Street would be new. Stop bars are set back from the crosswalks at a standardized distance to ensure vehicles do not encroach into the pedestrian space.

The proposed shared use path for SW 168th Street is illustrated, passing behind one of two bus bays to ease possible congestion along this segment from bus boarding and alighting.





Drawing Elements

1. Shared Use Path
2. All-Way Stop
3. Bus Bay + Shelter
4. High-Visibility Crosswalk
5. Curb Extension

Old Cutler Road / SW 176th Street

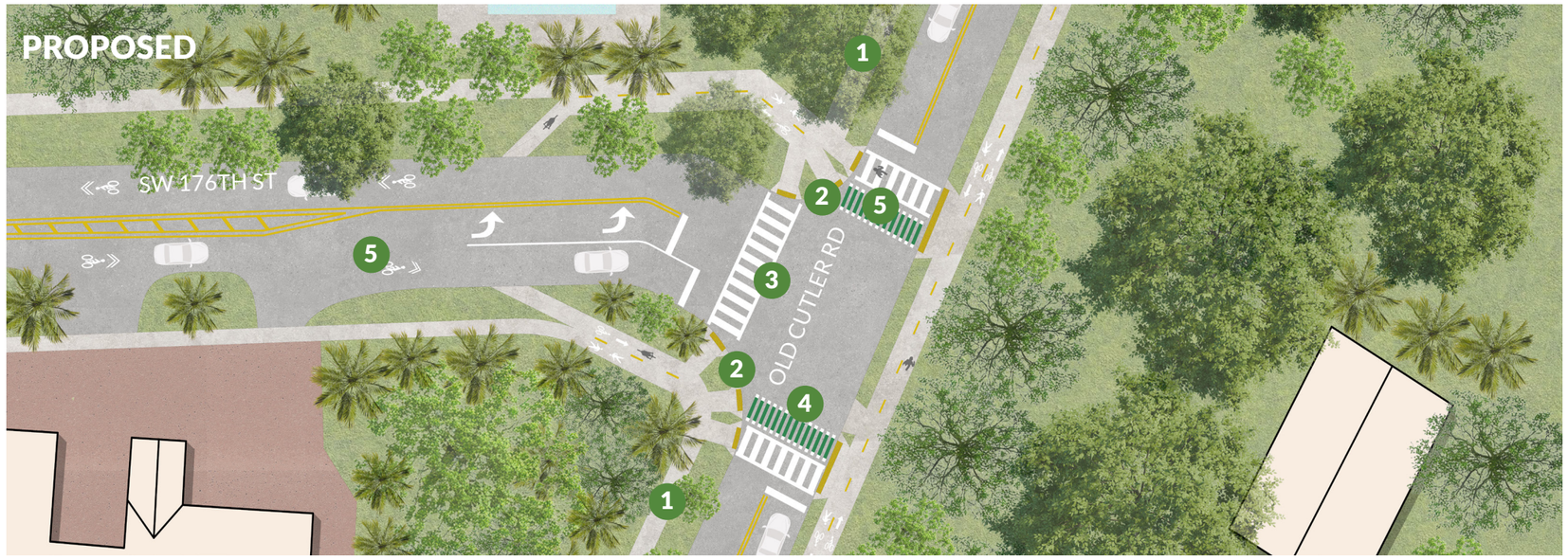
Safe Routes to Recreation

Estimated Project Cost: $30k - $50k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

At this location, Old Cutler Road intersects a proposed Neighborhood Greenway segment (route #11) at the entrance to Ludovici Park and the Palmetto Bay Branch Library. Along this High-Injury Network segment of Old Cutler Road, there were multiple KSI crashes, and a higher concentration of public feedback desiring safer pedestrian and driving conditions. The most substantial proposed change to this intersection is the north side crosswalk addition and curb extension, to better facilitate connections to the Old Cutler Road shared use path. The curb extensions help tighten turning radii, and allow for perpendicular crosswalk alignment to the travel lanes.





Drawing Elements

1. New Sidewalk
2. Curb Extension
3. High-Visibility Crosswalk
4. Trail Crossing Marking
5. Shared Lane Marking

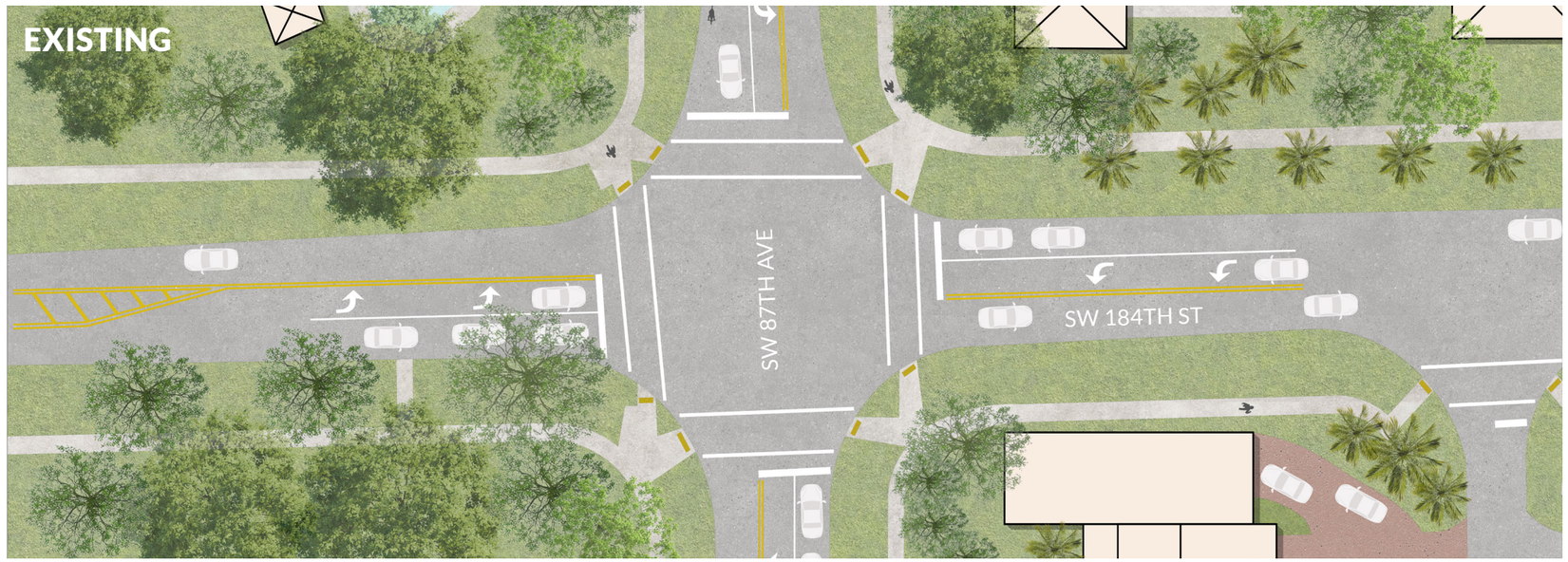
SW 184th Street / SW 87th Avenue

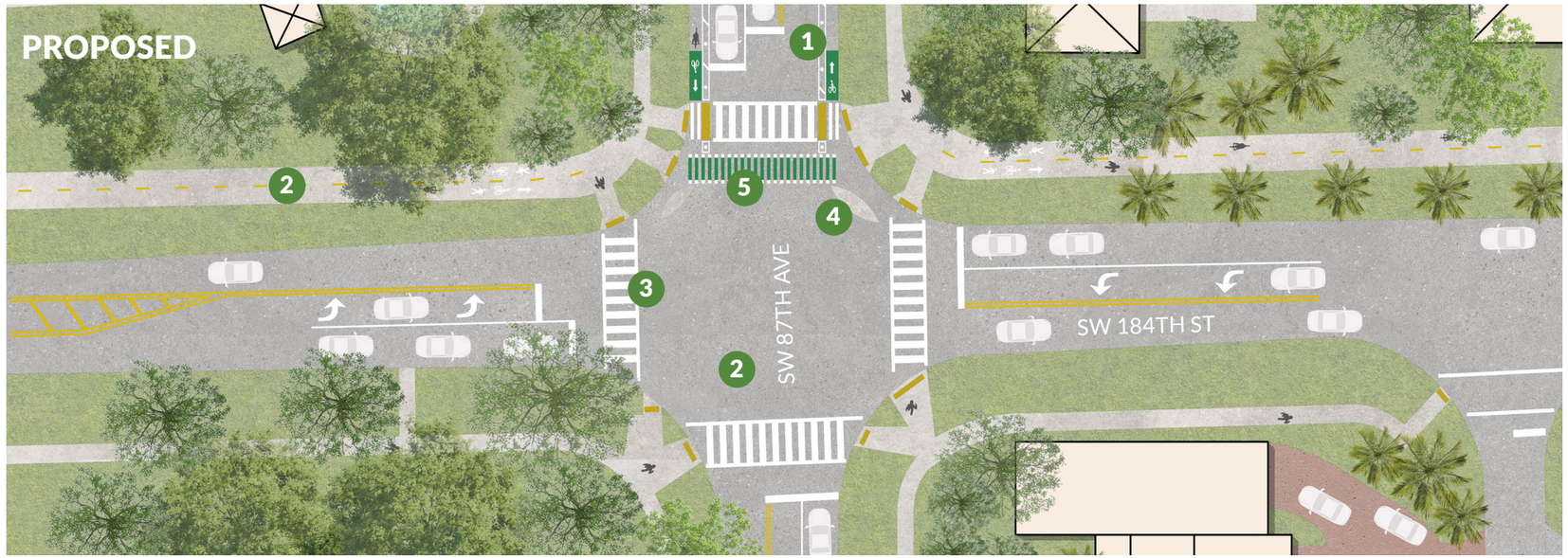
Safe Routes to Recreation

Estimated Project Cost: $100k - $200k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

This intersection is the only High-Injury Network intersection along one of the Village's collector roads (e.g. not on the US-1 and Old Cutler Road arterials), and is the southern terminus of what will soon be a continuous north-south route along SW 87th Avenue throughout the entire Village. Bicycle facilities along SW 184th Street have been the most proposed priority project in the Village's previous transportation plans and studies as a major connection between US-1 and Old Cutler Road. The concept illustrates protected bike lanes along SW 87th Avenue, and focuses on the confluence of the protected bike lanes and proposed shared use path for SW 184th Street. Re-aligned high-visibility crosswalks and curb extensions tighten the intersection and increase pedestrian visibility, and intersection protection islands prevent vehicles from cutting the radii where bicyclists and pedestrians are navigating the north side crossing. The islands also allow for bicyclists to have protected right turns if they choose to ride on SW 184th Street.





Drawing Elements

1. Protected Bike Lane
2. Shared Use Path
3. High-Visibility Crosswalk
4. Protected Corner Island
5. Trail Crossing Marking

SW 67th Avenue @ Christ Church

Safe Routes to Recreation

Estimated Project Cost: $30k - $50k

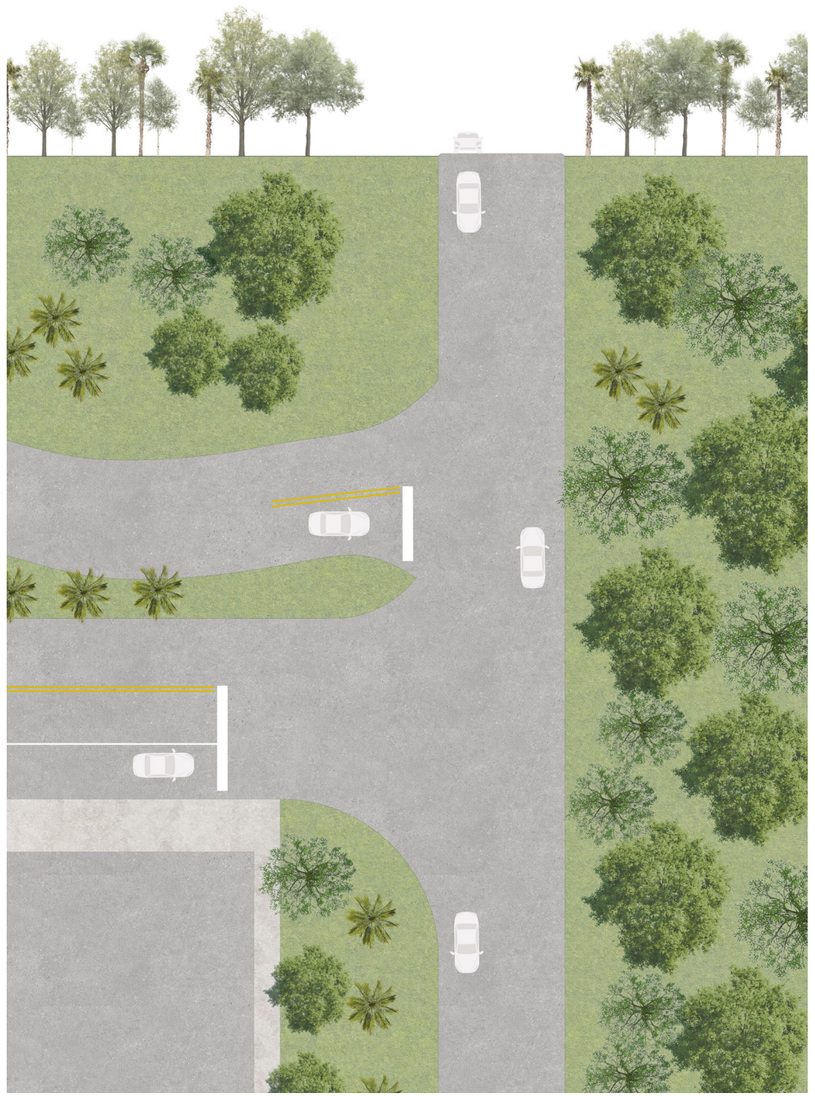
**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

SW 67th Avenue between SW 136th and 152nd Streets saw a motor vehicle serious injury between 2019-2023, and is a corridor that the project team heard repeated anecdotal feedback about. As an alternative to Old Cutler Road, there is incentive to provide dedicated facilities along this segment to offer safe infrastructure for bicyclists, and to manage speeds. Its proximity to a cluster of schools and churches, as well as the Deering Estate North Addition Preserve Hiking Trail, make it a key segment to ensure safe active transportation travel. Protected bike lanes are proposed for this segment, as well as a new sidewalk segment in front of Christ Congregational Church for maximum pedestrian access to the churches and schools. Currently, cars park on the east side of the street during drop-off and pick-up, creating unsafe crossing conditions. The high-visibility crosswalks and crossing refuge help establish the entrance to Christ Congregational Church as a pedestrian destination, encouraging cautious ingress/egress and turns onto SW 67th Avenue.

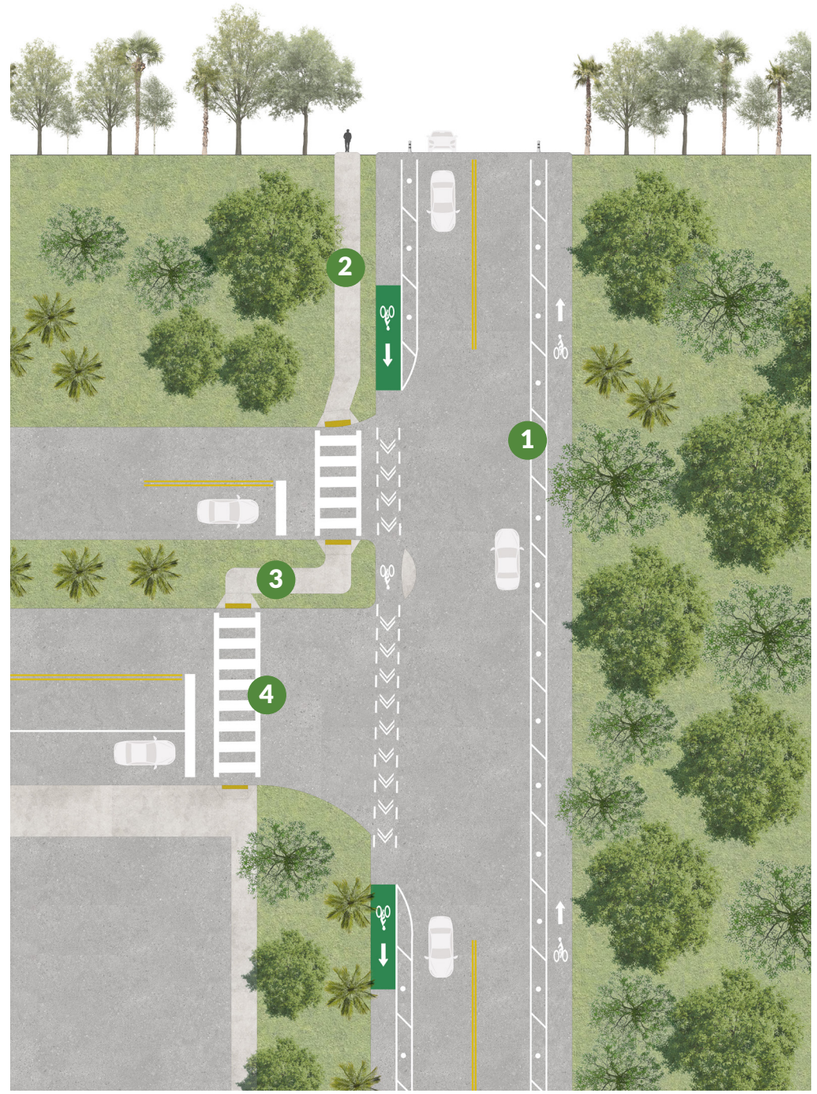
Drawing Elements

1. Protected Bike Lane
2. New Sidewalk
3. Protected Median
4. High-Visibility Crosswalk

EXISTING



PROPOSED



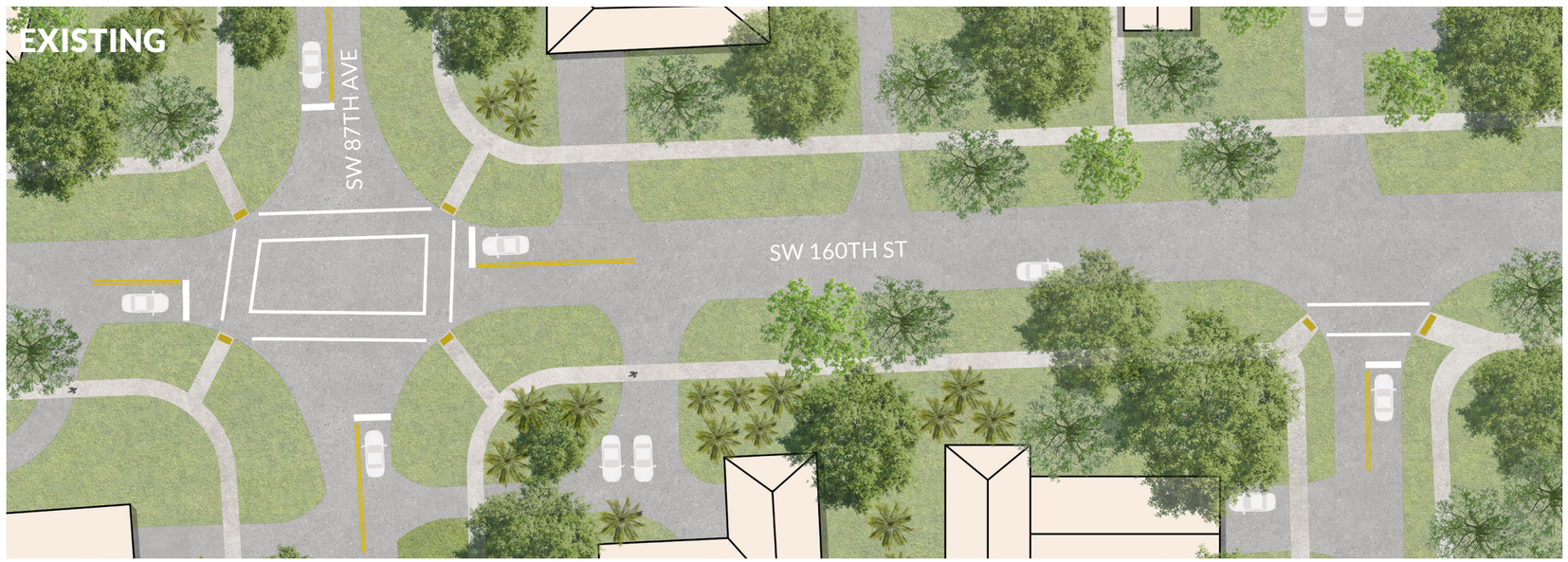
SW 87th Avenue / SW 160th Street

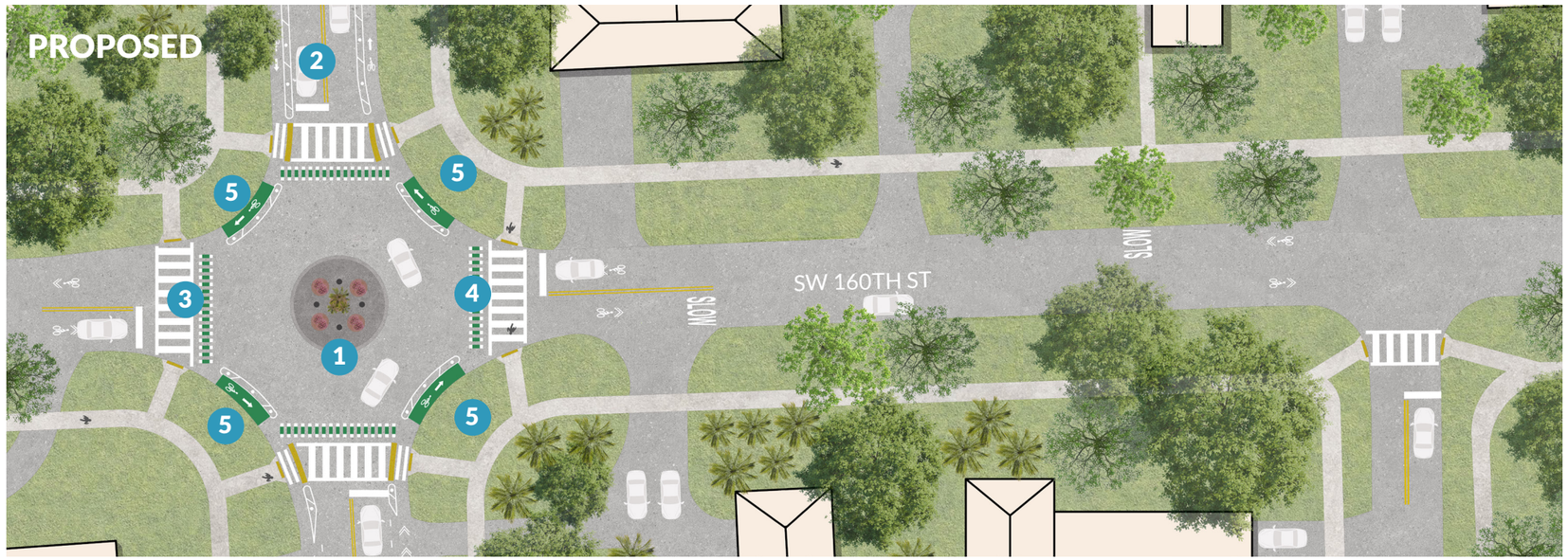
Safe Routes Home

Estimated Project Cost: $100k - $200k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

The segment of SW 87th Avenue between SW 168th Street and the canal will soon experience significant changes in vehicle volumes and travel patterns, enabling continuous north-south travel throughout the Village. In anticipation of this, this proposed location at the intersection of SW 87th Avenue and Neighborhood Greenway route #4 includes a mini traffic circle to help manage vehicle travel speeds through this intersection, with the addition of better aligned high-visibility crosswalks and protected bicycle infrastructure. In the proposed concept, the intersection remains an all-way stop. However, a four-way yield is also feasible, and might be more appropriate to manage vehicle flow. Mini traffic circles are appropriate on lower volume and speed roads, like Neighborhood Greenways, as a strategy to manage vehicle speeds through an intersection without requiring so much right-of-way. Also proposed at this location are shared lane markings to mark the Neighborhood Greenway. A curb extension and high-visibility crosswalk at SW 86th Avenue illustrate how spot treatments at other intersections along the route can ensure safe, continuous travel on foot.





Drawing Elements

1. Mini Traffic Circle
2. Protected Bike Lane
3. High-Visibility Crosswalk
4. Bike Intersection Marking
5. Curb Extension

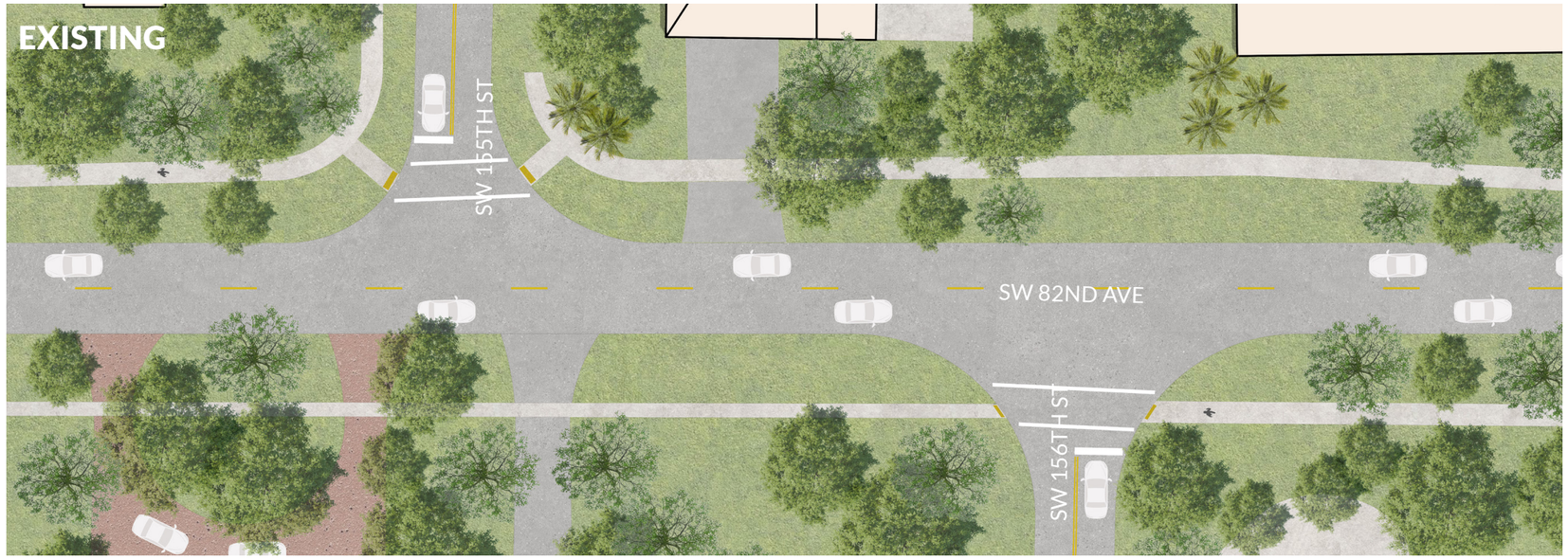
SW 82nd Avenue / SW 155/156th Street

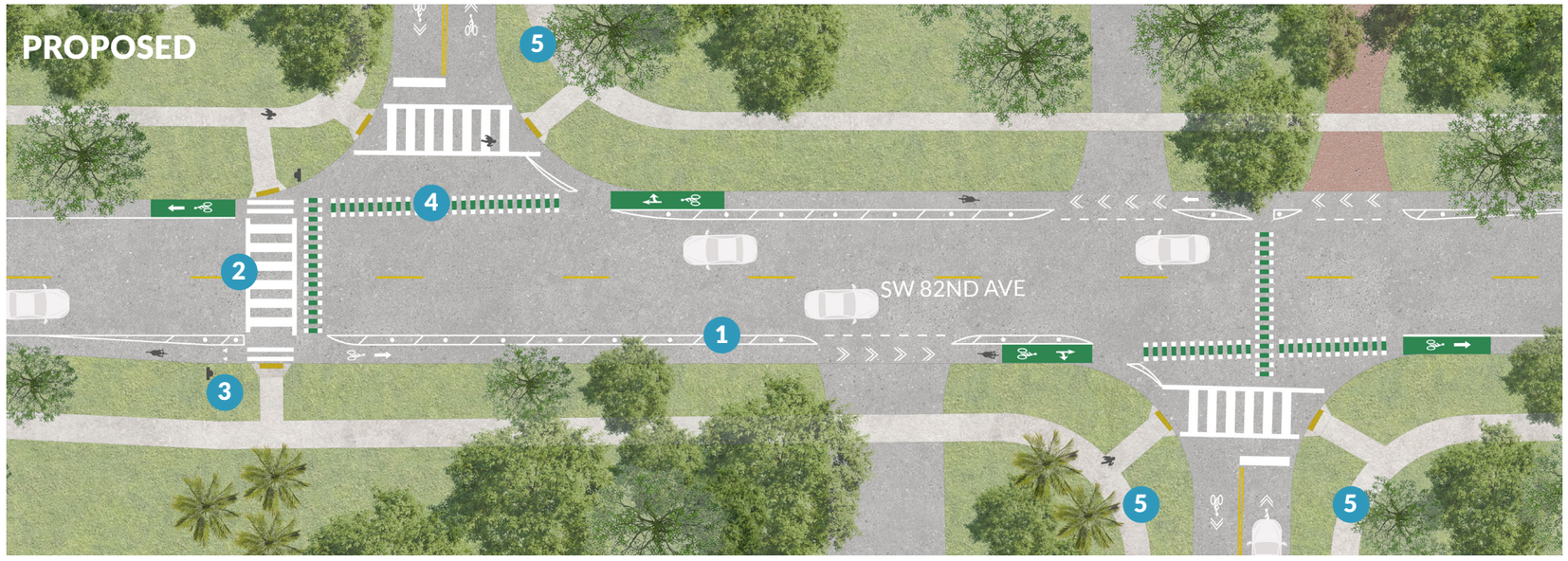
Safe Routes Home

Estimated Project Cost: $100k - $200k

**Estimated Cost is planning-level, and does not include the full extent of linear facilities that may extend beyond the concept frame.*

This key project location establishes a protected connection along SW 82nd Avenue for continuation of Neighborhood Greenway route #1. The in-progress extension of the bike lanes on SW 82nd Avenue are illustrated, with protection installed for the block between SW 155th and 156th Streets. Two high-visibility crosswalks at SW 82nd Avenue mark the intersection of these Neighborhood Greenway segments with a collector road, and a Rectangular Rapid Flashing Beacon (RRFB) at SW 155th Street improves pedestrian visibility crossing SW 82nd Avenue. SW 155th Street connects directly to SW 80th Avenue and Coral Reef Elementary School, making this crossing critical to students and parents traveling to school on foot. New sidewalk segments along the Neighborhood Greenway segments are also illustrated.





Drawing Elements

1. Protected Bike Lane Transition
2. High-Visibility Crosswalk
3. RRFB
4. Bike Intersection Marking
5. New Sidewalk

POLICIES

Existing Policies

The Village is currently guided by and utilizes a set of policies and programs to manage speeding, advance Complete Streets projects, and streamline sidewalk improvements throughout the Village. A few of the below policies and programs have been proposed in multiple, previous transportation plans and studies, dating back to the Village's first Transportation Master Plan and first Bicycle & Pedestrian Master Plan. Other policies that have been proposed that are inactive are a Micromobility Ordinance, Green Infrastructure Ordinance, and a Curbside Management Policy.

Together, these active policies help the Village capitalize on new development projects to contribute to the public realm, identify projects critical to advancing Complete Streets, and track speeding issues for action.





Existing Policies & Programs

Title	Plan Proposed	Description	Status
Citywide Speed Limit Enforcement Program	Transportation Master Plan	Receiving Police Department complaints of speeding, looking for network solutions.	Active
Safer Together Program	N/A	A Council-led campaign to encourage cautious driving.	Active
Mobility Fee	Mobility Hubs & Transit Infrastructure Plan	An impact fee on new developments to fund mobility improvements.	Active
Complete Streets Policy	Mobility Hubs & Transit Infrastructure Plan	County Complete Streets Policy	Active
Bike Parking Ordinance	Bicycle & Pedestrian Master Plan Update	Requiring bike parking racks in park, office, and commercial parking lots.	Active
Sidewalk Ordinance	Bicycle & Pedestrian Master Plan Update	Repair and maintenance of sidewalks is the responsibility of the adjacent property owner.	Active
New Development Ordinance	Bicycle & Pedestrian Master Plan Update	Requiring a new sidewalk where there is new or expanded development.	Active

Proposed Policies

There is desire across departments within the Village to move toward a joint County-Village Complete Streets Policy, as well as a formal adoption of Vision Zero. This would not only support proposed project implementation, but also the formalization and operationalization of more forward-thinking policies as a part of a Safe Systems Approach.

Below are policies to consider that could bolster Action Plan implementation, and serve as "umbrella" policies under which some of the current active policies would live. These policies would help streamline work being done in the Village to manage speeding and volume concerns, elevate standards to best practices for street design, and establish a process for responding to fatal crashes that consults this Action Plan for safety countermeasures.





Proposed Policies & Programs

Title	Safe System Pillar	Description
Adoption of NACTO Design Guides	Safe Streets	NACTO is used for design to complement or in place of AASHTO,
CIP Priority for Safety	Safe Streets	Target CIP funding to High-Injury Network locations.
Fatal Response Crash Team	Safe Streets	A multi-department process for evaluating fatal crashes and identifying countermeasures.
Crosswalk Marking Policy	Safe Streets	Require high-visibility crosswalks within all school zones and along Neighborhood Greenways.
Low Default Local Speed Limit	Safe Speeds	Lower the default speed limit along local roads.
Speed Zone Limit Setting	Safe Speeds	Develop criteria to enable efficient speed limit zone setting along local roads.
Traffic Calming by Default	Safe Speeds	Integrating traffic calming as a regular part of capital investment.



PLAN IMPLEMENTATION

05

The Action Plan puts forth proposed facilities that can be implemented as comprehensive capital projects, or as small projects as funding becomes available. Identifying which projects lend themselves to the Quick-Build methodology can help accelerate Plan implementation.

5.1 Implementation Strategies

5.2 Quick-Build Toolkit

5.3 Quick-Build Concepts

IMPLEMENTATION STRATEGIES

Key Projects

Below are the key project locations, listed with the rank of each one's associated Priority Segment, and the estimated project cost. Key project implementation can be influenced by priority segment rank, available funding, possible Quick-Build initiation, and/or alignment with adjacent or concurrent active projects within the Village. As the Priority Segments are built out, key projects become the focal points to first tackle the most problematic or opportunistic locations.

Some key projects may make sense to implement in tandem. For example, the opportunity to implement projects along SW 87th Avenue may become paramount immediately following the completion of the bridge. In advance of construction of the SW 82nd Avenue bike lane extension, the protected transition along the SW 155th-156th St. Neighborhood Greenway should be designed and permitted.

Old Cutler Road / SW 144th Street (existing).



SW 168th Street / SW 92nd Avenue (existing).



Key Project Location	Priority Segment Rank	Estimated Project Cost
US-1 / Hibiscus Street	4	→ $50k - $100k
SW 87th Ave / SW 176th St	3	→ $100k - $200k
Old Cutler Road / SW 144th St	1	→ $50k - $100k
SW 152nd St @ Coral Reef Elementary	2	→ $50k - $100k
SW 168th St / SW 92nd Ave	1	→ >$200k
Old Cutler Road / SW 176th St	3	→ $30k - $50k
SW 184th St / SW 87th Ave	2	→ $100k - $200k
SW 67th Ave @ Christ Congregational	5	→ $30k - $50k
SW 87th Ave / SW 160th St	N/A	→ 100k - $200k
SW 82nd Ave / SW 155th-156th St	N/A	→ 100k - $200k

Next Steps

1 Solidify an Interlocal Agreement with the County for additional traffic-calming implementation.

This will allow the Village to pilot the Neighborhood Greenways proposed in this Plan.

2 Adopt a local Complete Streets Policy that adopts the segments in the Action Plan as a framework to guide future projects.

Reference this policy in street design moving forward.

3 Prioritize implementation of one Complete Streets segment per year.

Align implementation of Complete Streets segments with other paving and development projects for efficiency.

4 Where an entire Complete Streets segment isn't feasible, focus on sets of improvements by mode.

Create programs or initiatives for high-visibility crosswalks, curb extensions, bike intersection markings, etc.

5 Align policy and budgetary priorities with a Council Vision Zero commitment and NACTO Design Guides adoption.

Bolster Quick-Build and/or capital implementation with the policies and political commitment necessary for long-term success.

QUICK-BUILD TOOLKIT

The Quick-Build methodology is an implementation pathway suitable for many of the proposed facilities identified in this Plan, especially the traffic calming and volume management interventions proposed along the Complete Streets segments, which can be applied to the Village-wide Neighborhood Greenway network. Projects that fall within the Pilot or Interim Design time horizons are considered Quick-Build projects.



Quick-Build

This chart illustrates the progression of an iterative approach to project delivery. Though not all projects need to follow this exact model, it can be helpful to see how each project type builds towards the next, using incremental steps to deliver a capital project intended to create long-term change.				
Project Type	**DEMONSTRATION** 1 day - 1 month | $	**PILOT** 1 month - 1 year | $$	**INTERIM DESIGN** 1 - 5+ years \| $$$	**CAPITAL** 20 - 50 years | $$$$
Project Leaders	Anyone (city, non-profit, business owner, students etc.)	Government / organizational leadership + involvement required	Government / organizational leadership + involvement required	Government / organizational leadership + involvement required
Project Permission	Sanctioned or unsanctioned	Sanctioned	Sanctioned	Sanctioned
Materials + Maintenance	Very low-cost, typically low-durability. May be borrowed, easily made, or purchased; no maintenance required	Relatively low-cost, but semi-durable materials to maximize design flexibility while minimizing maintenance needs	Low and moderate cost materials, designed to balance design flexibility, performance outcomes, and maintenance	High-cost, permanent materials that cannot be adjusted easily; maintenance needs vary tremendously
Public Involvement	Optional before project implementation, Recommended during brief project lifespan	Required, frequent before implementation and frequent during evaluation period	Recommended, frequent before implementation, required during initial evaluation period, optional thereafter	Required before implementation, recommended during implementation and initial evaluation period, optional thereafter
Flexibility of Design	High: organizers expect project to be adjusted and removed within a short timeline, typically one week or weekend	High: proponents expect project to be adjusted; it may be removed if it does not meet goals upon initial evaluation	Moderate: organizers expect project to be adjusted, but it is intended to remain in place until capital upgrades are possible	Low: project is considered a permanent capital upgrade that is unlikely to be adjusted significantly once installed
Data Collection/ Evaluation	Qualitative: optional Quantitative: optional	Qualitative: required Quantitative: required	Qualitative: recommended Quantitative: required	Qualitative: optional Quantitative: recommended

Terms and diagram format based on PeopleForBike's "Quick Builds for Better Streets," (Images: Street Plans).

Bike Intersection Markings

Designate the continuation of a bicycle facility or Neighborhood Greenway across an intersection. They also help reinforce cyclists' and motorists' lateral placement through the intersection, making cycling facilities visible where people bicycling are most vulnerable.

Bus Platform

An extension of the sidewalk to allow for in-lane bus boarding and alighting. Bus platforms are flush with the curb, and can be accomplished using modular, "off-the-shelf" devices for Quick-Build implementation.

Bus Stop Amenities

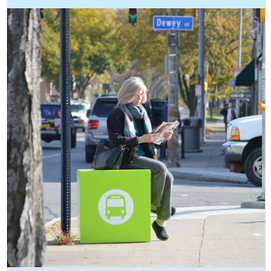
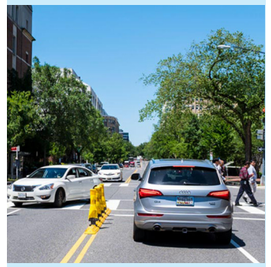
Often times the largest barrier to increasing ridership is a lack of comfort waiting for and riding the bus. Elevating the experience of riding the bus through the provision of low-cost seating, shade, greenery, and even public art can make a big difference.

Center Line Hardening

Extends the traveled way center line to control turning speeds, and ensure safe turning movements. For mountable center line hardening, mountable curbing or low-profile delineators (Quick-Build) can be used to accommodate emergency vehicles if absolutely necessary.

Curb Extensions

Increase the amount of pedestrian space available at intersections or mid-block crossings. The shortened crossing distance reduces pedestrian exposure to moving vehicular traffic, and smaller curb radii can encourage slower vehicle turning speeds for increased safety.

Quick-Build	Capital
	
	
	
	
	

Diverters

Redirect traffic flow to manage volumes on low-speed, and most often local, roads. Depending on the specific type, diverters may restrict turns and thru movements at intersections for vehicles, while still maintaining porosity for bicyclists.

High-Visibility Crosswalks

Contrasting pavement treatments to significantly increase the visibility of a crosswalk to oncoming vehicular traffic. These should be applied to controlled and uncontrolled intersections with vehicular and pedestrian conflicts, areas with high volumes of foot traffic, mid-block locations, and across high-volume roads.

Mini Traffic Circle

A traffic circle appropriate for low-speed, low-volume roads, and at smaller-footprint intersections, particularly along Neighborhood Greenways or where they intersect with collector roads. Mini traffic circles help manage vehicle speeds and volumes through an intersection.

Offset Chicanes

Offset sidewalk extensions that slow vehicle speeds by producing a "slalom" motion. This traffic calming device can be installed without moving curbs, whereas other types of chicanes (like center median islands) often require roadway widening and excavation.

On-Street Parking

Adding parallel parking to a street can cause a sense of perceived friction, encouraging safe vehicle speeds. It can also provide an addition buffer between bicycle or pedestrian facilities between the traveled way.

Quick-Build	Capital
	
	
	
	
	

Protected Corner Island

An element of a protected intersection that protects right-turning bicyclists from vehicles, and provides an extra barrier of separation where curbside transitions in bicycle and pedestrian facilities take place.

Raised Crosswalk

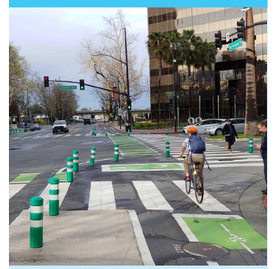
Speed tables with crosswalks are vertical traffic calming devices intended to slow vehicular traffic speeds and increase pedestrian visibility in areas of high pedestrian traffic, along Neighborhood Greenways, or at the intersections of local and collector roads.

"Slow" Marking

An alternative pavement marking to the shared lane marking most commonly used to designate bicycle routes without dedicated facilities. When used in conjunction with shared lane markings, the Slow marking reinforces the traffic calming elements of a Neighborhood Greenway.

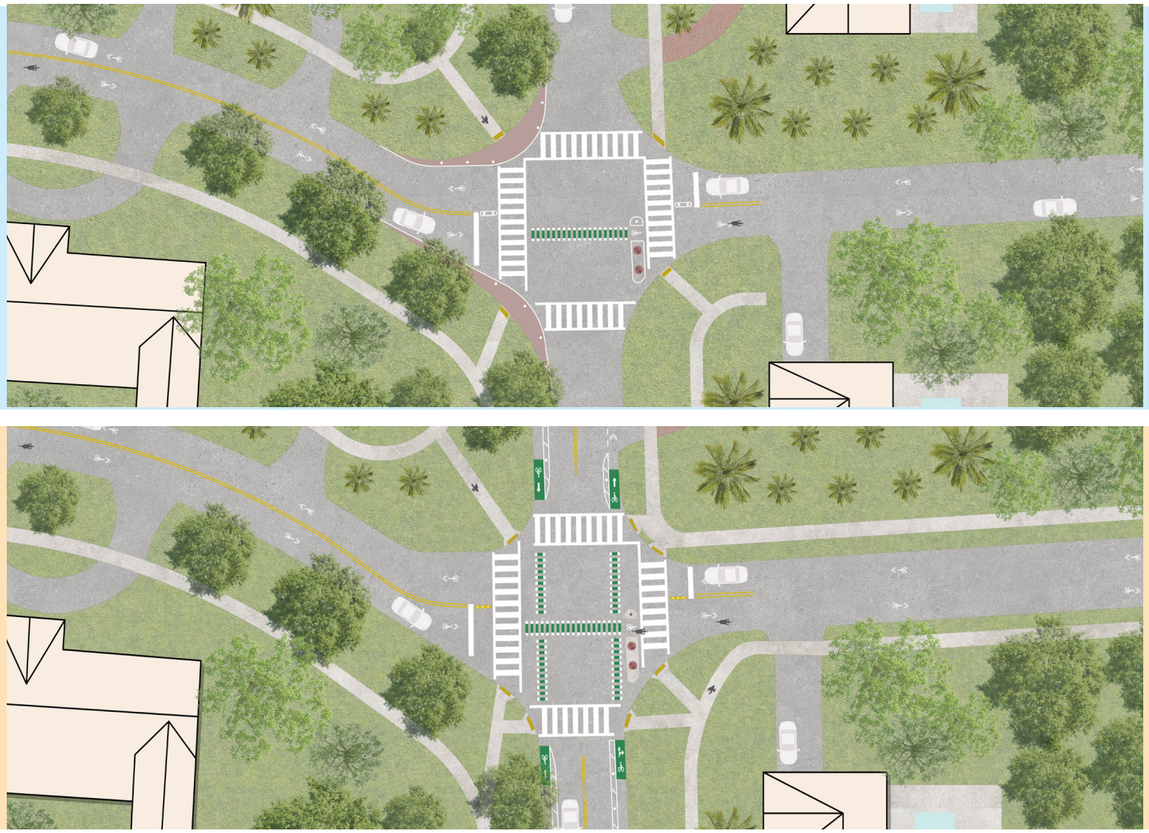
Trail Crossing Markings

A bicycle crossing marking to indicate the continuation of or connection to a shared use path across an intersection, often installed parallel/ flush to a high-visibility crosswalk.

Quick-Build	Capital
	
	
	
	

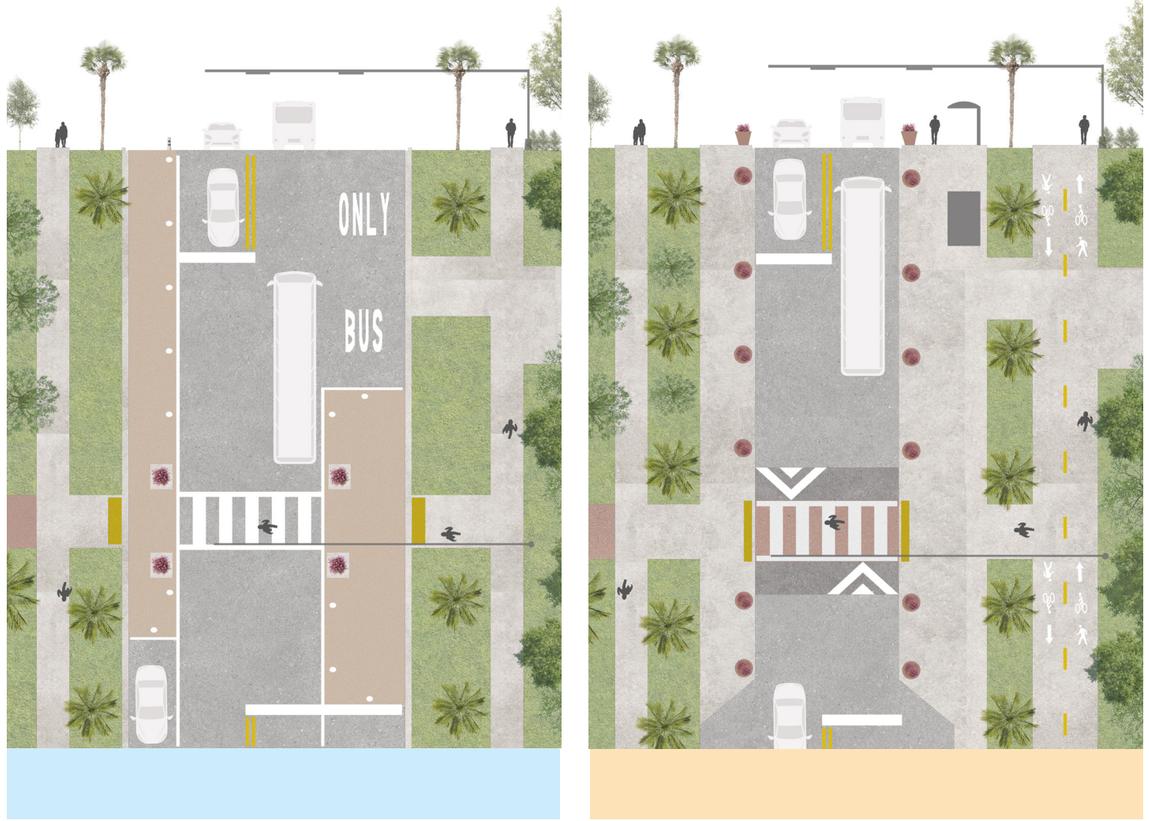
QUICK-BUILD CONCEPTS

SW 87th Avenue / SW 176th Street



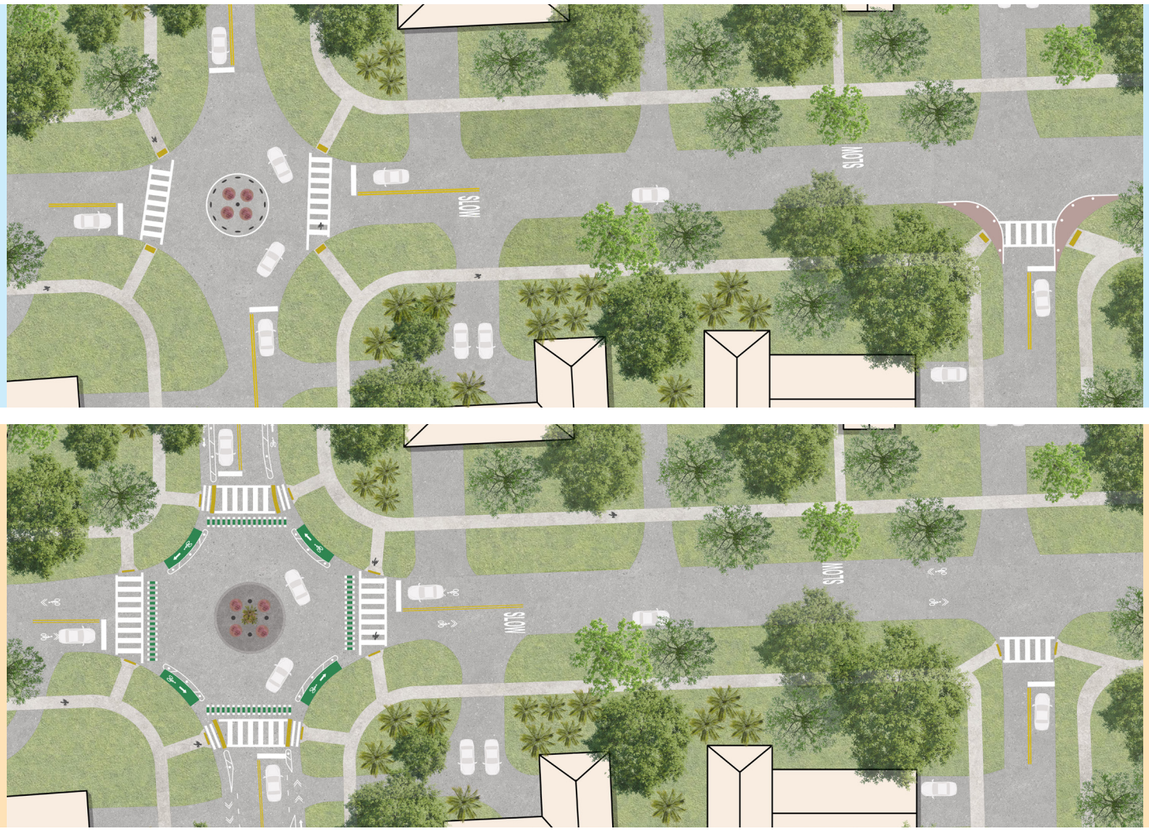
The Quick-Build implementation of this project would allow the Village to evaluate most of the major components of the intersection re-design, minus the protected bike lanes, as these require widening of the right-of-way. The primary speed and volume management interventions, like the diverter, curb extensions, and center line hardening, can be installed using temporary pavement coating, surface-mounted barriers, and other modular devices. Pavement markings using traffic paint can be used for the crosswalks, shared lane markings, and intersection markings.

SW 152nd Street @ Coral Reef Elementary School



The first phase of this Quick-Build project was installed as a part of the Action Plan's public engagement. Temporary pavement coating and bollards were used to reinforce No Parking areas on either side of the crosswalk, a Bus Only marking was added to reinforce space for the bus to pull to the curb, and curb extensions were installed at SW 79th Avenue to slow vehicle turning movements. The parallel sidewalk extensions create a perceived sense of friction and "pinch point" for vehicles navigating the intersection, and ensure that parked vehicles do not obstruct crosswalk sight lines. The capital project would "harden" these painted sidewalk extensions with new curbs, with a flush raised crosswalk to further increase pedestrian visibility. The new, continuous sidewalk extension would function as a bus platform for in-lane boarding and alighting.

SW 87th Avenue / SW 160th Street



This Quick-Build project would allow the Village to prepare to respond to speed and volume management challenges along SW 87th Avenue following the opening of the bridge. While not all components, like the protected bike lanes, could be evaluated using the Quick-Build methodology, the mini traffic circle, crosswalks, curb extensions, and pavement markings can all be installed using temporary materials. For the mini traffic circle, a mountable, modular device could be purchased, and re-used by the Village once locations' evaluation periods are complete. If a modular device isn't used, the traffic circle's footprint can be installed using surface-mounted, low-profile delineators and traffic paint.

APPENDIX

Tables: Online Feedback

Map: Additional High-Crash Locations

Tables: HIN Severity Scores

Map: Bike + Pedestrian KSI Crashes

Map: Motorcycle + Motor Vehicle KSI Crashes

Table: KSI Crash Factors

Map: Full Bike Network

Map: Full Sidewalk Network

Intersection Public Feedback
1/29/25-8/1/25

SAFE STREETS
Palmetto Bay

HIN/KSI overlap

Map #	Intersection or Mid-Block?	Name of Location	Plan Sphere	Primary Issue(s)	Additional Feedback
1	Intersection	SW 136th St/SW 82nd Ave	Transit	Other	This intersection does not provide a left turning signal for north-bound traffic on SW 82nd Ave. South-bound traffic on SW 82nd Ave. is extremely heavy creating a very dangerous left turn for vehicles on SW 82nd Ave.
2	Mid-Block Location	SW 87th Ave	Traffic Calming	Other	All of the above.
3	Intersection	SW 152nd St/SW 77th Ave	Traffic Calming	Failure of Drivers to Yield	Raised intersection here.
4	Intersection	SW 152nd St/SW 79th Ave	Safe Routes to School	Lack of Safe Opportunities to Cross	WORKSHOP: Move the pedestrian light to this intersection.
5	Intersection	SW 157th Ter/Old Cutler Rd	Bicycle & Pedestrian Network	Lack of Safe Opportunities to Cross	WORKSHOP: Need crosswalks across Old Cutler Road here.
6	Intersection	SW 160th St/SW 77th Ave	Traffic Calming	Other	WORKSHOP: To ease cut-through traffic, connect SW 160th St. to SW 77th Ave. with a bridge.
7	Intersection	SW 160th St/SW 79th Ave	Traffic Calming	Other	WORKSHOP: Diverter here for local traffic only between SW 79th Ave and SW 77th Ct
8	Intersection	SW 160th St/SW 80th Ave	Bicycle & Pedestrian Network	Failure of Drivers to Yield, Lack of Safe Opportunities to Cross	WORKSHOP: Add stop signs and crosswalks at this intersection.
9	Intersection	SW 163rd St/SW 80th Ave	Traffic Calming	Failure of Drivers to Yield	Speeding between SW 162nd St and SW 168th St.
10	Intersection	SW 165th Ter/SW 82nd Ave	Transit	Poor Sight Lines at Crossings	Trees lining the South side of SW 82nd Ave., north of SW 165th Terrace, are blocking the view for traffic coming from SW 165th Terrace, trying to turn left on to SW 82nd Ave.
11	Mid-Block Location	SW 87th Ave	Traffic Calming	Other	See my Feb. 19, 2025 email to Karyn Cunningham: Proactive adjustment to traffic patterns prior to Bridge opening.
12	Intersection	SW 168th St/Old Cutler Rd	Traffic Calming	Other	WORKSHOP: Traffic circle here.
13	Intersection	SW 173rd St/Old Cutler Rd	Bicycle & Pedestrian Network	Failure of Drivers to Yield, Lack of Safe Opportunities to Cross	
14	Intersection	SW 174th St/Old Cutler Rd	Traffic Calming	Other	WORKSHOP: Traffic circle here.
15	Intersection	SW 176th St/Old Cutler Rd	Traffic Calming	Failure of Drivers to Yield	Speeding
16	Intersection	77 Ave and Old Cutler Rd	Accessibility	Poor Sight Lines at Crossings, Inadequate Crossings	
17	Intersection	SW 184th St/SW 92nd Ave	Transit	Poor Sight Lines at Crossings, Failure of Drivers to Yield, Lack of Safe Opportunities to Cross, Unsafe Transit Stop	
18	Intersection	Palmetto Bay Park South Entrance	Bicycle & Pedestrian Network	Poor Sight Lines at Crossings, Failure of Drivers to Yield, Lack of Safe Opportunities to Cross, Inadequate Crossings	
19	Intersection	SW 174th St/Old Cutler Rd	Bicycle & Pedestrian Network	Lack of Safe Opportunities to Cross	WORKSHOP: Need crosswalks over Old Cutler Road here.
20	Intersection	SW 152nd St/Old Cutler Rd	Traffic Calming	Poor Sight Lines at Crossings, Failure of Drivers to Yield	
21	Intersection	SW 152nd St/US-1	Transit	Other	Traffic light most of the time broken creating a lot of unsafe traffic flow and lack of opportunity to cross.

22	Mid-Block Location	18022 SW 88th Pl	Traffic Calming	Other	Please do not put a speed hump / table. This is not a high traffic volume road and there is no need for a traffic hump.
23	Mid-Block Location	SW 87th Ct/SW 146th St	Traffic Calming	Poor ADA Accessibility	
24	Intersection	Farmer Rd/Old Cutler Rd	Bicycle & Pedestrian Network	Lack of Safe Opportunities to Cross	The push buttons at the intersection need to be for Farmer Rd. across Old Cutler; not accross SW 142 Tr., which is a minor street.
25	Intersection	SW 144th/US-1	Bicycle & Pedestrian Network	Lack of Safe Opportunities to Cross	Crossing US 1 on all main streets has traffic backed up due to poor planning of traffic lanes. Left or right turns almost impossible at high traffic times. 136th left turn needs a divider so driver don't cross into right hand turn drivers from the falls
26	Intersection	SW 136th/US-1	Bicycle & Pedestrian Network	Lack of Safe Opportunities to Cross	
27	Intersection	SW 160th St/SW 89th Ave	Traffic Calming	Failure of Drivers to Yield	This should be made a dead end. The major use of the connection between SW 90th Ave and SW 160th Ave is cars driving unsafely through the community to get to and from US-1. Also, Gus Machado Ford uses this route for diruptive, unsafe test drives.
28	Intersection	SW 160th St/SW 87th Ave	Bicycle & Pedestrian Network	Other	Southbound traffic rolls through stop sign as if it were a yield sign.

Street/Segment Public Feedback
1/29/25-8/1/25

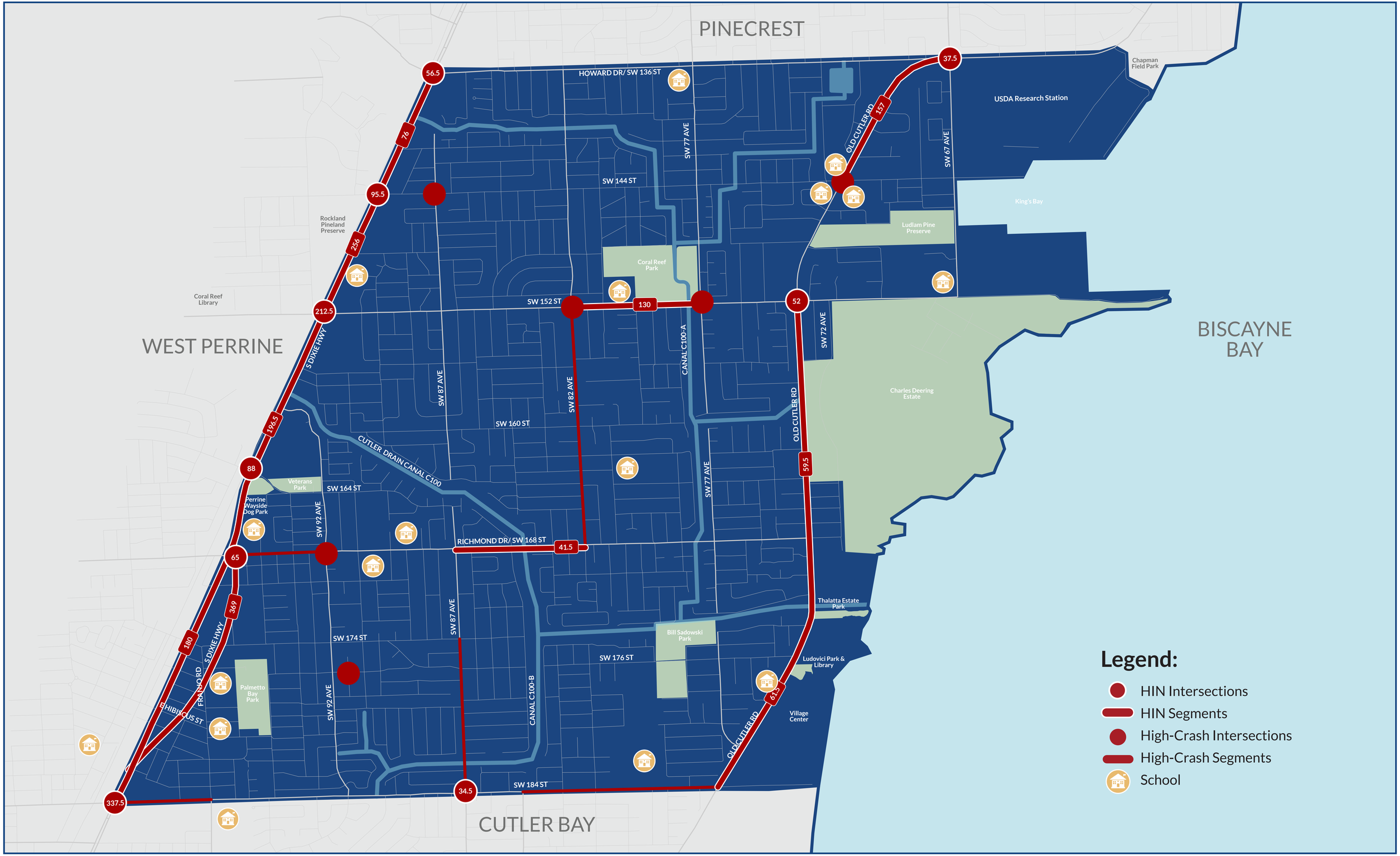
SAFE STREETS
Palmetto Bay

HIN/KSI overlap

Map #	Street/Segment Name	Segment Extents	Plan Sphere	Primary Issue(s)	Additional Feedback
1	SW 82nd Ave	SW 136th Street to SW 144th Street	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers	
2	SW 67th Avenue	SW 136th Street to SW 152nd Street	Bicycle & Pedestrian Network	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks	
3	SW 77th Ave	Canal crossing on side of coral reef park.	Safe Routes to School	Other	Unsafe for pedestrians to cross over the canal as there is no barrier between high speed cars and pedestrians. This is an prominent walk path to coral reef park and it is unsafe.
4	SW 146th Street	SW 82nd Avenue to SW 87th Avenue	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks	One speed bump has been installed. Perhaps another 1-2 should be installed (like SW 148 Street south of Publix and West of 87 Avenue), along with periodic traffic enforcement.
4	SW 146th street	SW 82nd Avenue to SW 87th Avenue	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks	
4	SW 146th Street	SW 82nd Avenue to SW 87th Avenue	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers	
4	SW 146th Street	SW 82nd Ave to SW 87th Ave	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Failure of Drivers to Yield to Pedestrians, Other	Ongoing speeding drivers in need of at least 3 more speed bumps and 25mph speed limit with monitoring. 84th Court has no visibility to turn from 146th street and very few stop at the stop sign on 84th court to enter onto 146th Street
5	SW 84th Court	SW 148th Drive to SW 146th Street	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks, Other	Used as a cut through in mornings. Makes walking (particularly with dogs) unsafe.
6	SW 81st Ave and SW 148th Dr (intersection)		Safe Routes to School	Poor Sight Lines at Crossings, Other	When travelling south on 81st Ave, it is impossible to see cars/bikes/pedestrians heading east on 148th Dr. due to a very large bush just behind the stop sign. Cars must drive into the crosswalk before they can see if anyone is coming.
7	Old Cutler Road	SW 136th St to SW 184th St	Bicycle & Pedestrian Network	Poor Sidewalks/Lack of Crosswalks, Other	WORKSHOP: Need sidewalks on west side of Old Cutler Road.
7	Old Cutler Road	SW 176th Street to SW 152nd Street	Bicycle & Pedestrian Network	Poor Sidewalks/Lack of Crosswalks	
8	SW 156th St (approaching from the east to the stop sign)	SW 82nd Ave. to SW 82nd Ct.	Traffic Calming	Other	Stop sign heading west is not visible - often blocked by trees & bushes, have seen people run it as they don't notice it until too late.
9	SW 160th Street		Safe Routes to School	Speeding or Unsafe Vehicle Maneuvers	
9	SW 87th Avenue SW 160th Street		Traffic Calming	Other	all of the above
10	SW 163rd Terrace SW 88th Avenue Road	SW 87th Avenue to SW 84th Avenue SW 87th Avenue to SW 89th Avenue	Bicycle & Pedestrian Network	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Failure of Drivers to Yield to Pedestrians	
10	SW 88th Avenue Rd		Safe Routes to School	Other	No lights - car can't see pedestrian walking or running due to the lack of lighthing
11	SW 168th St	US-1 to Old Cutler Road	Bicycle & Pedestrian Network	Lack of Safe Bicycling Facilities	
11	Richmond Dr	SW 82nd Ave to Old Cutler Road	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers	
12	SW 84th Ave	SW 168th St to SW 172nd St.	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks	

12	SW 84th Ave		Bicycle & Pedestrian Network	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks	
13	SW 170th Terrace and entire area from SW 87th Avenue to SW 84th Avenue south of SW 168th Street		Accessibility	Other	Traffic from cars making illegal right turns from SW 87 Ave during no right turn sign hours make it unsafe leave our driveways without having to force our way into traffic. On rare occasions when police enforce the signs this doesn't occur.
14	SW 174th St and SW 84th Ct (intersection)		Transit	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Other	Heavy Traffic - multiple accidents . Needs 4 way stop.
15	SW 178th Terrace	SW 87th Ave to SW 92nd Ave	Safe Routes to School	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians	
16	SW 88th Pl	SW 178th Terr to SW 181st Ter	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians	
17	SW 82nd Ave	SW 176th Street to SW 184th Street	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers	
18	SW 77th Avenue	Old Cutler Road to SW 174th Street	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks, Other	Cars speeding through the neighborhood make it unsafe for homeowners to back out of driveways and for children walking to school especially during rush hour. No left turn signs should be placed Old Cutler similar to those off Le Jeune Road in the Grove
19	SW 174th Street	SW 77th Ave to SW 73rd Ct	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Other	Cut-through traffic
20	SW 184th St SW 94th Ave	US-1 to Old Cutler Road	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Failure of Drivers to Yield to Pedestrians, Lack of Adequate Opportunities to Cross	
20	SW 184th St		Bicycle & Pedestrian Network	Lack of Safe Bicycling Facilities	
21	SW 77th Ave	SW 168th Street to SW 173rd Street	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers	
22	SW 176th Street	Old Cutler Road to SW 79th Ave.	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Other	Cars speeding on 176 Street a danger to children and pedestrians. A Stop sign should be installed at 79th Ave making the intersection a 4 way stop.
22	SW 176th Street	Old Cutler Road to SW 78th Ave	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Other	Traffic speeding on SW 176 Street. A Stop Sign should be installed at 78th Ave to make the intersection a 4 - Way Stop.
23	SW 87th Ave	SW 183rd Street to SW 176th Street	Transit	Speeding or Unsafe Vehicle Maneuvers, Lack of Adequate Opportunities to Cross, Poor ADA Accessibility	Speeding. No turn Violations. Bus Stops exsposed to weather and broken bus benches. Pothole in the swale 87ave and 184 bus bench
24	SW 180th Street	Franjo Rd to SW 94th Ave	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Lack of Adequate Opportunities to Cross	
25	SW 83rd Ave SW 152nd St		Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Poor Sidewalks/Lack of Crosswalks	
26	SW 87th Ave	SW 141st St to SW 144th St	Transit	Speeding or Unsafe Vehicle Maneuvers, Other	Designated as a residential street, but will be overloaded once 87th ave bridge is installed.
27	SW 78th Place		Traffic Calming	Speeding or Unsafe Vehicle Maneuvers	

28	SW 173rd Street	SW 77th Ave to Old Cutler Road	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Lack of Safe Bicycling Facilities	
29	147th Terrace	SW 87th Ave to SW 84th Court	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks, Other	Even with a speed bump drivers speed along this street from both directions. If the bridge goes in all streets along 87th Avenue NEED a no right turn sign during rush hours. Enforcement as well.
30	87th Avenue	SW 142nd St to SW 168th St	Traffic Calming	Speeding or Unsafe Vehicle Maneuvers, Poor Sight Lines at Crossings, Failure of Drivers to Yield to Pedestrians, Poor Sidewalks/Lack of Crosswalks	Police are out on and off this is a huge problem with drivers speeding up and down 87th Avenue. If the bridge goes in the problem will be increased and drivers will cut through side streets at rates of speed that are already a huge safety issue.



Legend:

- HIN Intersections
- HIN Segments
- High-Crash Intersections
- High-Crash Segments
- School

HIGH-INJURY NETWORK

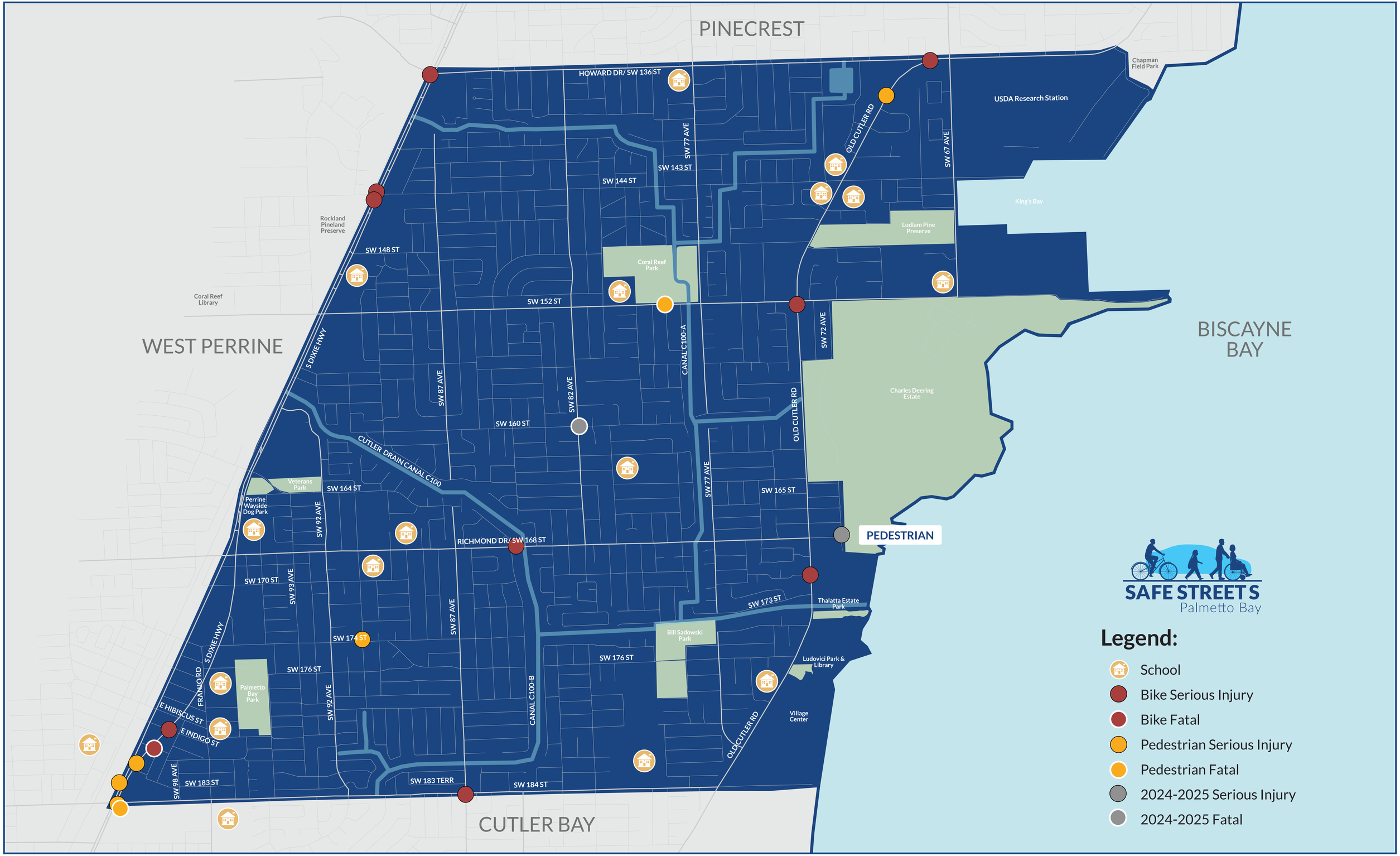
ADDITIONAL HIGH-CRASH LOCATIONS

Attachment A –
Village of Palmetto Bay
Intersection and Segment Severity Scores

Segment ID	Road Type	Segment Severity Scores	Street	Segment Length (miles)
H1	Highway	369	US-1	1.073
H3	Highway	256	US-1	1.165
H2	Highway	196.5	US-1	2.363
H7	Highway	180	US-1	1.027
C13	Collector	157	OLD CUTLER RD	0.084
A10	Arterial	130	SW 152ND ST	0.510
H4	Highway	76	US-1	1.181
A1	Arterial	61.5	OLD CUTLER RD	0.013
A36	Arterial	59.5	OLD CUTLER RD	1.012
A13	Arterial	41.5	SW 168TH ST	0.510
C18	Collector	34	SW 82ND AVE	1.016
H9	Highway	30	US-1	0.284
A44	Arterial	27	SW 87TH AVE	0.659
A20	Arterial	19.5	SW 168TH ST	0.355
A11	Arterial	17.5	SW 184TH ST	0.767
A24	Arterial	17.5	SW 184TH ST	0.375
A29	Arterial	17	SW 77TH AVE	0.510
A12	Arterial	15	SW 136 ST	0.507
A17	Arterial	15	SW 152ND ST	0.461
A21	Arterial	15	SW 184TH ST	0.539
A5	Arterial	15	SW 136TH ST	0.654
A6	Arterial	15	SW 152ND AVE	0.632
A18	Arterial	12.5	SW 168TH ST	0.511
A8	Arterial	12.5	SW 152ND ST	0.379
C5	Collector	12	SW 174TH ST	0.507
A4	Arterial	10	SW 168TH ST	0.882
C2	Collector	10	SW 144TH ST	0.574
A14	Arterial	7.5	SW 152ND ST	0.511
A16	Arterial	7.5	SW 184TH ST	0.463
A15	Arterial	5	SW 184TH ST	0.225
A32	Arterial	5	SW 87TH AVE	0.502
A34	Arterial	5	SW 77TH AVE	0.506
A9	Arterial	5	SW 136TH ST	0.510
C16	Collector	5	SW 82ND AVE	0.507
C17	Collector	5	OLD CUTLER RD	0.553
C20	Collector	5	SW 92ND AVE	0.667
C3	Collector	5	SW 144TH ST	0.508
C4	Collector	5	SW 144TH ST	0.521
A35	Arterial	2.5	SW 160TH ST	0.722
C8	Collector	2.5	SW 174TH ST	0.440
A3	Arterial	0	SW 136TH ST	0.525
A30	Arterial	0	SW 67TH AVE	0.510
A31	Arterial	0	SW 87TH AVE	0.256

A33	Arterial	0	SW 67TH AVE	0.509
A37	Arterial	0	SW 87TH AVE	0.179
A39	Arterial	0	SW 87TH AVE	0.387
A7	Arterial	0	SW 136TH ST	0.505
C1	Collector	0	SW 144TH ST	0.439
C14	Collector	0	SW 82ND AVE	0.510
C19	Collector	0	SW 92ND AVE	0.390
C6	Collector	0	SW 144TH ST	0.222

Intersection IDs	Road Type	Intersection Severity Scores	Intersection
30	Highway	337.5	SW 184TH ST & US-1
25	Highway	212.5	SW 152ND ST & US-1
13	Highway	95.5	SW 144TH ST & US-1
14	Highway	88	SW 160TH ST & US-1
4	Highway	65	SW 168TH ST & US-1
18	Highway	56.5	SW 136TH ST & US-1
5	Non-Highway	52	SW 152ND ST & OLD CUTLER RD
11	Non-Highway	37.5	OLD CUTLER RD & SW 67TH AVE
27	Non-Highway	34.5	SW 184TH ST & SW 87TH AVE
21	Highway	32	SW 168TH & US-1
12	Non-Highway	27	SW 144TH ST & OLD CUTLER RD
3	Non-Highway	20	SW 168TH ST & SW 92ND AVE
9	Non-Highway	20	SW 152ND ST & SW 82TH AVE
31	Non-Highway	20	SW 144TH ST & SW 87TH AVE
8	Non-Highway	17.5	SW 152ND ST & SW 77TH AVE
34	Non-Highway	15	SW 168TH & OLD CUTLER RD
35	Highway	15	SW 174TH ST & US-1
1	Non-Highway	14.5	OLD CUTLER RD & SW 62ND AVE
26	Non-Highway	14.5	SW 144TH ST & SW 67TH AVE
28	Non-Highway	14.5	SW 136TH ST & OLD CUTLER RD
6	Non-Highway	12.5	SW 184TH & 97TH ST
7	Non-Highway	12.5	SW 136TH ST & SW 72ND AVE
19	Non-Highway	12.5	SW 168TH ST & SW 82ND AVE
33	Non-Highway	12.5	SW 144TH ST & SW 82ND AVE
20	Non-Highway	10	SW 136TH ST & SW 82ND AVE
29	Non-Highway	10	JUSTICE KETANJI BROWN JACKSON ST & OLD CUTLER RD
17	Non-Highway	7.5	SW 144TH ST & SW 77TH AVE
24	Non-Highway	7.5	SW 152ND ST & SW 87TH AVE
10	Non-Highway	5	SW 174TH ST & SW 87TH AVE
15	Non-Highway	5	SW 184TH ST & CARIBBEAN BLVD
2	Non-Highway	2.5	SW 136TH ST & SW 77TH AVE
16	Non-Highway	2.5	SW 168TH ST & SW 87TH AVE
22	Non-Highway	2.5	SW 184TH ST &SW 92ND AVE
23	Non-Highway	2.5	SW 152ND ST & SW 67TH AVE
32	Non-Highway	0	SW 174TH ST & SW 92ND ST



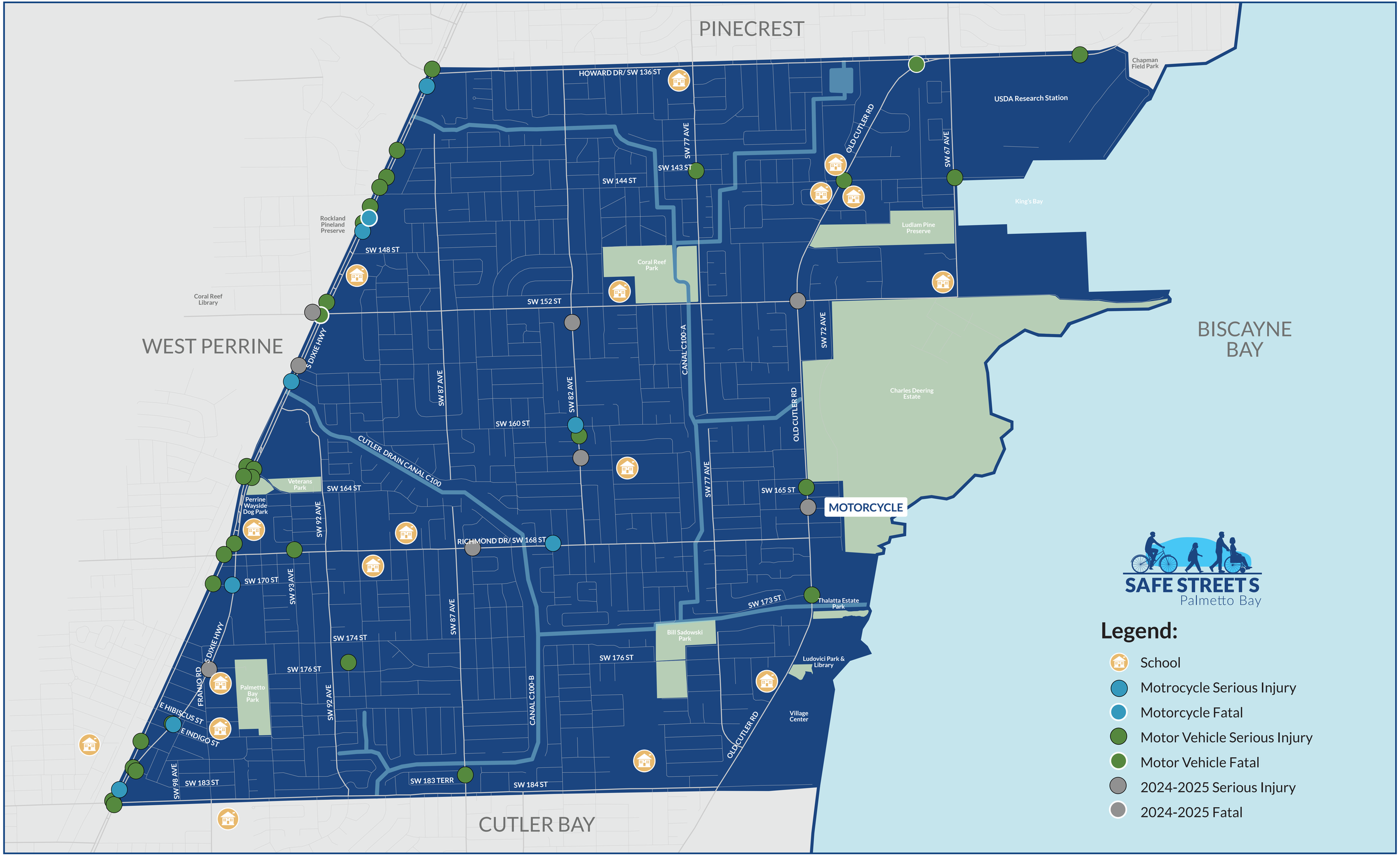
SAFE STREETS
Palmetto Bay

Legend:

- School
- Bike Serious Injury
- Bike Fatal
- Pedestrian Serious Injury
- Pedestrian Fatal
- 2024-2025 Serious Injury
- 2024-2025 Fatal

BIKE + PEDESTRIAN KSI (KILLED or SERIOUS INJURY) CRASHES

2019-2023



SAFE STREETS
Palmetto Bay

Legend:

- School
- Motrocycle Serious Injury
- Motorcycle Fatal
- Motor Vehicle Serious Injury
- Motor Vehicle Fatal
- 2024-2025 Serious Injury
- 2024-2025 Fatal

MOTORCYCLE + MOTOR VEHICLE KSI (KILLED or SERIOUS INJURY) CRASHES

2019-2023

KSI Crash Details
1/1/2019 - March 2025

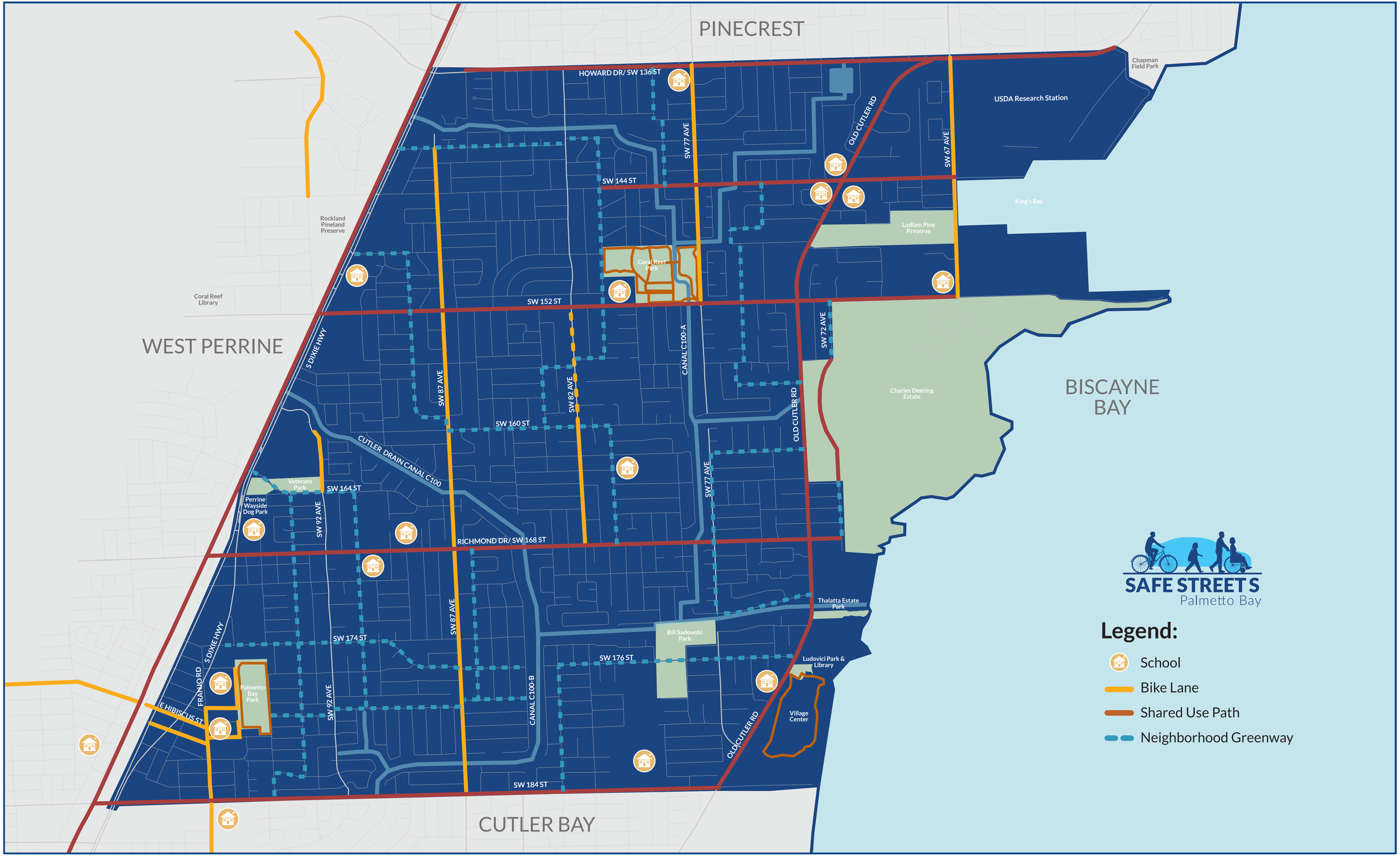
SAFE STREETS
Palmetto Bay

on Handlebar/Walkabout route

High-Injury Network

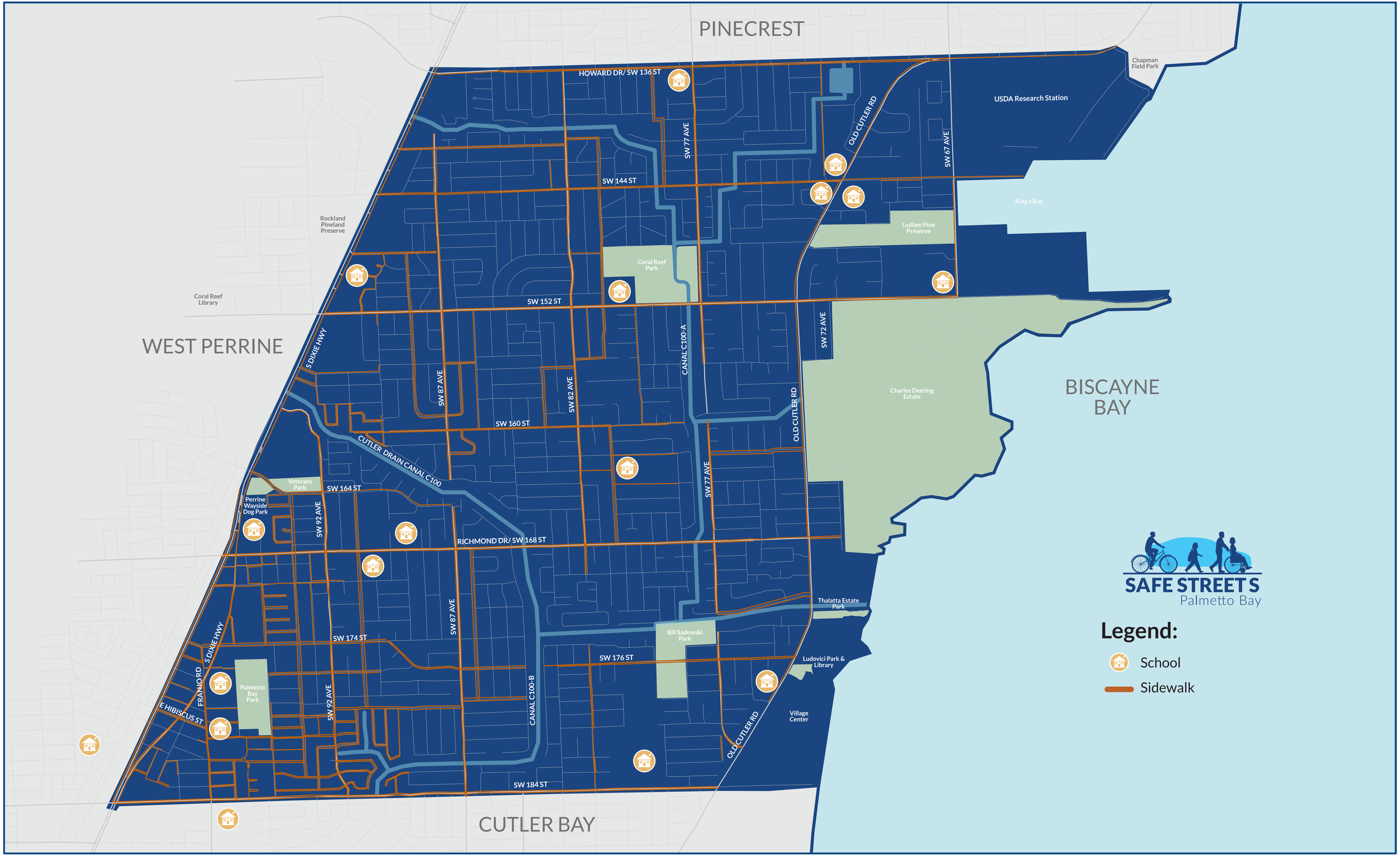
Fatal/SI	Year	Location	Mode	Intersection?	Light Condition	Weather	Type of Crash	Narrative
Fatality	2025	SW 160th St/SW 82nd Ave	Bicycle (11)	Roundabout				Unavailable
Serious Injury	2025	US-1/SW 152nd St	Motor Vehicle (39)	4-Way Intersection	Dark - Not Lighted	Clear	Front to Front	Vehicle 1 turning hit incoming Vehicle 2
Serious Injury	2025	SW 72nd Ave/SW 168th St	Pedestrian (8)	T-Intersection	Daylight	Clear	Angle	Vehicle hit pedestrian with mirror
Serious Injury	2024	Old Cutler Rd/SW 166th St	Motorcycle (10)	4-Way Intersection	Dark - Not Lighted	Clear	Side to Front	Vehicle 2 turn left and hit Motorcycle
Serious Injury	2024	SW 168th St/SW 86th Ave	Motor Vehicle (38)	T-Intersection	Daylight	Clear	Front to Side	Vehicle 1 ran stop sign, hit Vehicle 2
Serious Injury	2024	US-1/SW 175th Ter	Motor Vehicle (37)	4-Way Intersection	Daylight	Clear	Side to Front	Vehicle 1 fail to yield, hit by Vehicle 2 on side
Serious Injury	2024	US-1/SW 156th St	Motor Vehicle (36)	4-Way Intersection	Daylight	Clear	Front to Side	Vehicle 1 fail to yield, was hit by Vehicle 2 on side
Serious Injury	2024	SW 82nd Ave/ SW 162nd St	Motor Vehicle (35)	T-Intersection	Dark - Not Lighted	Clear	Fixed Object	Vehicle hit a tree
Serious Injury	2024	SW 152nd St/Old Cutler Rd	Motor Vehicle (34)	4-Way Intersection	Daylight	Clear	Front to Side	Vehicle run red light and hit a car on the side
Serious Injury	2024	SW 82nd Ave S of SW 152nd St	Motor Vehicle (33)	Not at Intersection	Daylight	Clear	Front to Rear	Vehicle 1 driver had medical emergency, hit a car
Serious Injury	2023	SW 168th St/SW 83rd Ave	Motorcycle (1)	T-Intersection	Daylight	Clear	Left Turn	Car fail to yield doing left turn, hit Motorcycle 2
Serious Injury	2023	NB US-1 N of SW 183rd St	Motor Vehicle (27)	Not at Intersection	Daylight	Clear	Right Angle	Vehicle 1 failed to yield, was hit by Vehicle 2 on the side
Serious Injury	2023	NB US-1 (146th Block)	Motor Vehicle (12)	T-Intersection	Daylight	Clear	Left Turn	Vehicle 2 struck T-Boned vehicle 1
Serious Injury	2023	SW 144th St/US-1	Bicycle (4)	Intersection	Daylight	Clear	Bicycle	Unavailable
Serious Injury	2023	SW 174th St/SW 90th Ave *N	Pedestrian (3)	4-Way Intersection	Daylight	Clear	Pedestrian	Car hit pedestrian crossing
Serious Injury	2023	SW 160th St/SW 82nd Ave	Motorcycle (2)	Roundabout	Dark - Not Lighted	Clear	Right Angle	Unauthorize motorbike with no ligths hit by car
Serious Injury	2023	SW 82nd Ave N of SW 161st St	Motor Vehicle (29)	Not at Intersection	Daylight	Clear	Front to Rear	Car 1 rear ended Car 2, chain reaction to Car 3 and 4
Serious Injury	2023	NB US-1 S of SW 144th St	Motor Vehicle (10)	Not at Intersection	Dawn	Clear	Front to Rear	Car 2 rear ended Car 1, which was stopped dis-abled
Serious Injury	2022	SW 184th St/SW 87th Ave	Bicycle (8)	4-Way Intersection	Daylight	Clear	Bicycle	Car making right turn hit bike crossing
Serious Injury	2022	NB US-1 N of SW 184th St	Motorcycle (3)	Not at Intersection	Dark - Lighted	Clear	Left Turn	Motorcycle ran stoplight and hit turning car
Serious Injury	2022	SW 136th St/Old Cutler Rd	Bicycle (1)	T-Intersection	Daylight	Clear	Bicycle	Bike hit by car from the side while crossing
Serious Injury	2022	SB US-1 S of SW 170th St	Motor Vehicle (20)	Not at Intersection	Daylight	Clear	Rear End	Unavailable
Fatality	2022	Old Cutler W of SW 136th St	Motor Vehicle (1)	Not at Intersection	Dark - Not Lighted	Clear	Fixed Object	Vehicle hit a tree
Serious Injury	2022	SW 136th St E of SW 62nd Ave	Motor Vehicle (3)	Not at Intersection	Dark - Lighted	Clear	Front to Front	Unavailable
Serious Injury	2022	NB US-1 (146th Block)	Motorcycle (8)	4-Way Intersection	Dark - Lighted	Clear	Front to Front	Car and Motorcycle front to front collision
Serious Injury	2022	SW 168th St/US-1 (SB)	Motor Vehicle (19)	4-Way Intersection	Dark - Not Lighted	Clear	Right Angle	Unavailable
Serious Injury	2022	NB US-1 S of SW 141st St	Motor Vehicle (8)	Y-Intersection	Daylight	Clear	Left Turn	Car 1 doing left turn hit Car 2 traveling NB
Serious Injury	2022	NB US-1 N of SW 152nd St	Motor Vehicle (13)	4-Way Intersection	Daylight	Clear	Front to Rear	Car 1 stopped for traffic and was hit by Car 2
Serious Injury	2022	NB US-1 N of SW 183rd St	Pedestrian (4)	Not at Intersection	Dark - Lighted	Clear	Pedestrian	Car hit pedestrian crossing not in crosswalk
Serious Injury	2022	NB US-1 S of Hibiscus St	Motor Vehicle (24)	Not at Intersection	Dark - Lighted	Clear	Fixed Object	Car lost control and hit electrical box
Serious Injury	2022	Indigo St/US-1	Bicycle (10)	4-Way Intersection	Dark - Lighted	Clear	Bicycle	Bike hit by car while crossing
Serious Injury	2022	NB US-1 S of SW 136th St	Motorcycle (5)	Not at Intersection	Dark - Lighted	Clear	Front to Rear	Motorcycle stopped for traffic and was hit by Car

Fatality	2022	SW 146th St/US-1	Motorcycle (4)	4-Way Intersection	Dark - Lighted	Cloudy	Left Turn	Motorcycle hit Car making left turn (Motrocycle driver had Alcohol and canabis in blood test)
Serious Injury	2021	SW 173rd St/Old Cutler Rd	Motor Vehicle (21)	T-Intersection	Daylight	Clear	Right Angle	Car 1 failed to yield, was hit y Car 2 on the side
Serious Injury	2021	SW 184th St/US-1	Pedestrian (6)	4-Way Intersection	Dark - Lighted	Clear	Pedestrian	Car hit person crossing in crosswalk
Serious Injury	2021	NB US-1 S of Hibiscus St	Motorcycle (6)	Not at Intersection	Daylight	Clear	Front to Rear	Car rear-ended motorcycle
Fatality	2021	SW 152nd St/US-1	Motor Vehicle (2)	4-Way Intersection	Daylight	Clear	Left Turn	Car 1 at high speed hit Car 2 making left turn, both divers deseaced
Serious Injury	2021	Old Cutler S of SW 170th Ter	Bicycle (7)	Not at Intersection	Daylight	Clear	Bicycle	Car towing boat overtook Bike and hit him with trailer
Serious Injury	2021	SW 184th St/US-1	Motor Vehicle (28)	4-Way Intersection	Dark - Lighted	Clear	Left Turn	Vehicle 1 hit vehicle 2 turning left
Serious Injury	2021	Old Cutler Rd/SW 144th St	Motor Vehicle (4)	4-Way Intersection	Daylight	Clear	Right Angle	Vehicle 1 ran through the red light, struck MV2
Serious Injury	2021	SW 168th St E of SW 84th Ave	Bicycle (6)	Not at Intersection	Daylight	Cloudy	Bicycle	Two bikes were hit by a car, hit and run
Serious Injury	2021	NB US-1 N of SW 168th St	Motor Vehicle (18)	T-Intersection	Daylight	Clear	Other	Car 2 swerved in front of Car 1 hitting him, lost control hit trees and traffic sign
Serious Injury	2021	SW 152nd St/Old Cutler Rd	Bicycle (3)	4-Way Intersection	Dawn	Clear	Bicycle	Bike hit in crosswalk by car making left turn
Serious Injury	2021	NB US-1 N of SW 144th St	Motor Vehicle (9)	Not at Intersection	Daylight	Clear	Front to Rear	Car 2 stop due to traffic, Car 1 fail to stop and hit Car 2
Serious Injury	2020	SW 160th St/US-1	Motor Vehicle (17)	4-Way Intersection	Daylight	Clear	Right Angle	Vehicle 1 ran through the red light, struck MV2
Serious Injury	2020	NB US-1 N of SW 144th St	Motor Vehicle (11)	Not at Intersection	Dawn	Clear	Front to Rear	Vehicle 1 ran through the red light, struck MV2
Serious Injury	2020	SW 160th St/US-1	Motor Vehicle (16)	4-Way Intersection	Daylight	Clear	Right Angle	Vehicle 1 ran through the red light, struck MV2
Fatality	2020	Wayne Ave/US-1	Bicycle (9)	4-Way Intersection	Daylight	Cloudy	Bicycle	Car hit bike making a left turn
Serious Injury	2020	SW 91st Ave N of SW 176th St *N	Motor Vehicle (23)	Not at Intersection	Daylight	Clear	Fixed Object	Vehicle swerved and hit a tree
Fatality	2020	SW 184th St/US-1	Pedestrian (7)	4-Way Intersection	Dark - Lighted	Rain	Pedestrian	Car hit person standing in middle lane
Serious Injury	2020	SW 143rd St/SW 77th Ave	Motor Vehicle (6)	Y-Intersection	Daylight	Clear	Right Turn	MV 1 did not stop at Sign, turned rigth and hit MV2
Serious Injury	2020	SW 87th Ave S of SW 182nd Ter	Motor Vehicle (22	Not at Intersection	Daylight	Clear	Other	Vehicle lost a tire
Serious Injury	2020	NB US-1 S of SW 157th St	Motorcycle (7)	Not at Intersection	Daylight	Clear	Sideswipe	MV 1 swerved to the left and hit MC 2
Serious Injury	2020	SW 160th St/US-1	Motor Vehicle (30)	4-Way Intersection	Daylight	Clear	Left Turn	Vehicle 1 ran through the red light, struck MV2
Serious Injury	2020	SB US-1 S of Wayne Ave	Motor Vehicle (25)	Not at Intersection	Daylight	Clear	Angle	Unavailable
Serious Injury	2020	US-1 N of SW 165th St	Motor Vehicle (14)	Not at Intersection	Dark - Not Lighted	Clear	Other	MV 1 higth speed went off road and hit a tree
Serious Injury	2020	SB US-1 N of SW 184th St	Pedestrian (5)	4-Way Intersection	Dark - Lighted	Clear	Pedestrian	Unavailable
Serious Injury	2020	Old Cutler N of Cartee Rd	Pedestrian (1)	Not at Intersection	Daylight	Clear	Pedestrian	Ped crossing with no crosswalks, hit by a car
Serious Injury	2019	SW 184th St/US-1	Motor Vehicle (31)	Not at Intersection	Daylight	Clear	Right Angle	Vehicle exiting driveway hit by Vehicle 2
Serious Injury	2019	SW 136th St/US-1	Motor Vehicle (7)	4-Way Intersection	Daylight	Clear	Right Angle	Unavailable
Serious Injury	2019	SW 136th St/US-1	Bicycle (2)	4-Way Intersection	Dark - Lighted	Rain	Bicycle	Unavailable
Serious Injury	2019	SW 168th St/SW 93rd Ave	Motor Vehicle (15)	4-Way Intersection	Daylight	Clear	Right Angle	MV 1 filed to stop at Sign and hit MV 2
Serious Injury	2019	SW 144th St/US-1	Bicycle (4)	4-Way Intersection	Dark - Lighted	Clear	Bicycle	Vehicle 01 failed to yield and hit Pedalcycle
Fatality	2019	SW 152nd St/SW 78th Ct	Pedestrian (2)	T-Intersection	Dark - Lighted	Clear	Pedestrian	Car hit pedestrian crossing
Serious Injury	2019	SW 160th St/US-1	Motor Vehicle (32)	4-Way Intersection	Daylight	Clear	Off Road	MV 2 did not yiled
Serious Injury	2019	SW 183rd St/US-1	Motor Vehicle (26)	T-Intersection	Daylight	Clear	Left Turn	Vehicle 1 turning left hit by Vehicle 2
Serious Injury	2019	SW 144th St/SW 67th Ave *N HIN	Motor Vehicle (5)	4-Way Intersection	Dark - Not Lighted	Clear	Right Angle	Vehicle 1 , blinking red light, hit Vehicle 2, blinking yellow light
Serious Injury	2019	SW 170th St/US-1	Motorcycle (9)	4-Way Intersection	Dark - Lighted	Clear	Front to Front	MC 1 against flow of traffic and collided with MV 2



FULL BIKE NETWORK

EXISTING + ACTION PLAN PROPOSED



FULL SIDEWALK NETWORK

EXISTING + ACTION PLAN PROPOSED

AGENDA ITEM NO. 12.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Alessia Bencomo, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO SEEK AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY OR, IN THE ALTERNATIVE, TO NEGOTIATE AND DRAFT A NEW INTERLOCAL AGREEMENT; SAID AGREEMENT TO PROVIDE THE VILLAGE WITH THE AUTHORITY, AT ITS DISCRETION AND IN COMPLIANCE WITH STATE LAW, TO ESTABLISH SPEED LIMITS OF 20-MILES PER HOUR ON ALL MUNICIPALLY MAINTAINED RESIDENTIAL ROADS THAT ARE NOT CLASSIFIED AS ARTERIAL ROADS OR ADJACENT TO ARTERIAL ROADS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Reduce Speed Limit 20MPH.doc
Reso - Reduce Speed Limit 20MPH.docx
Exhibit A - Miami Dade County Legislative Matter File Number 251680.pdf
Exhibit B - City of Coral Gables 25 mph (SAMPLE).pdf

To: Honorable Mayor and Village Council

Date: March 11, 2026

From: Nick Marano, Village Manager

Re: Amendment to Existing Interlocal Agreement with MDC

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO SEEK AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY OR, IN THE ALTERNATIVE, TO NEGOTIATE AND DRAFT A NEW INTERLOCAL AGREEMENT; SAID AGREEMENT TO PROVIDE THE VILLAGE WITH THE AUTHORITY, AT ITS DISCRETION AND IN COMPLIANCE WITH STATE LAW, TO ESTABLISH SPEED LIMITS OF 20 MILES PER HOUR ON ALL MUNICIPALLY MAINTAINED RESIDENTIAL ROADS THAT ARE NOT CLASSIFIED AS ARTERIAL ROADS OR ADJACENT TO ARTERIAL ROADS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

BACKGROUND AND ANALYSIS:

The Village maintains a network of residential roadways that serve local neighborhoods and provide access to homes, parks, and community facilities. Over recent years, residents have expressed increasing concern regarding vehicle speeds on local streets and the need for enhanced traffic-calming measures.

Under the current Interlocal Agreement (ILA) between the Village and Miami-Dade County, the Village's authority to modify posted speed limits is limited. Miami-Dade County retains jurisdiction over certain traffic control functions, including speed limit adjustments, unless expressly delegated to the Village.

The Village Council has expressed interest in adopting a 20-mph speed limit standard for municipally maintained residential roads that:

- Are not classified as arterial roads, and
- Are not adjacent to arterial roads, and
- Would remain in full compliance with applicable Florida Statutes, including engineering judgment requirements where applicable.

To implement such a policy, the Village must obtain explicit authority through either:

1. An amendment to the existing Interlocal Agreement, or
2. A newly negotiated Interlocal Agreement granting the Village discretion to set speed limits on qualifying roads.

This agenda item seeks formal direction from the Village Council to authorize the Village Manager to initiate discussions with Miami-Dade County and pursue the necessary agreement modifications.

FISCAL IMPACT:
Minimal direct fiscal impact. Potential costs may include:

- Staff time for negotiation and coordination
- Legal review of proposed amendments
- Replacement or installation of new speed limit signage if authority is granted

Any future signage or implementation costs would be brought back to Council for approval.

Attachments:

A.

RESOLUTION NO. 2026

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO SEEK AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY OR, IN THE ALTERNATIVE, TO NEGOTIATE AND DRAFT A NEW INTERLOCAL AGREEMENT; SAID AGREEMENT TO PROVIDE THE VILLAGE WITH THE AUTHORITY, AT ITS DISCRETION AND IN COMPLIANCE WITH STATE LAW, TO ESTABLISH SPEED LIMITS OF 20 MILES PER HOUR ON ALL MUNICIPALLY MAINTAINED RESIDENTIAL ROADS THAT ARE NOT CLASSIFIED AS ARTERIAL ROADS OR ADJACENT TO ARTERIAL ROADS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

WHEREAS, the Village is responsible for the maintenance and operation of various residential roadways within its municipal boundaries; and

WHEREAS, the Village Council seeks to enhance neighborhood safety, promote traffic calming, and improve the quality of life for residents by establishing lower speed limits where appropriate; and

WHEREAS, the current Interlocal Agreement with Miami-Dade County limits the Village's authority to independently modify posted speed limits on certain municipal roadways; and

WHEREAS, the Village Council desires to obtain the authority to reduce speed limits to 20 miles per hour on municipally maintained residential roads that are not classified as arterial roads or adjacent to arterial roads, provided such changes comply with applicable state law; and

WHEREAS, the Village Council finds it in the best interest of the community to direct the Village Manager to pursue the necessary amendments or negotiate a new Interlocal Agreement to secure such authority.

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

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

Section 2. The Village Manager is hereby directed to seek an amendment to the existing Interlocal Agreement with Miami-Dade County or, alternatively, to negotiate and draft a new Interlocal Agreement that grants the Village the authority, at its discretion and in compliance with state law, to establish speed limits of 20 miles per hour on all municipally maintained residential roads that are not classified as arterial roads or adjacent to arterial roads.

Section 3. The Village Manager is authorized to take all necessary steps to carry out the intent of this Resolution, including coordination with Miami-Dade County staff and legal counsel. The Village Manager is also authorized to execute, consistent with the authorization contained in this Resolution, an amendment to the existing Interlocal Agreement with Miami-Dade County or, alternatively, a new Interlocal Agreement, and have it recorded with the Miami-Dade County Clerk of Courts, subject to the approval as to form and legal sufficiency by the Village Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

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 _____

Miami-Dade Legislative Item
File Number: 251680

File Number: 251680 **File Type:** Resolution **Status:** Before the Board
Version: 0 **Reference:** **Control:** Pending BCC Assignment

File Name: AMEND INTERLOCAL AGREEMENT-MUNICIPALITIES LOWER SPEED LIMITS **Introduced:** 8/20/2025

Requester: NONE **Cost:** **Final Action:**

Agenda Date: 4/21/2026 **Agenda Item Number:** 11A

Notes: **Title:** RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXAMINE ALL EXISTING INTERLOCAL AGREEMENTS WITH MUNICIPALITIES AND TO TAKE ALL ACTIONS NECESSARY TO AMEND ALL SUCH INTERLOCAL AGREEMENTS, AND TO ENGAGE WITH ANY INTERESTED MUNICIPALITY TO ENTER INTO A NEW INTERLOCAL AGREEMENT, TO ALLOW MUNICIPALITIES TO LOWER THE SPEED LIMIT TO 20 OR 25 MILES PER HOUR, AT THE MUNICIPALITY'S DISCRETION, ON ALL MUNICIPAL, RESIDENTIAL ROADS THAT ARE NOT ARTERIAL ROADS OR ADJACENT TO AN ARTERIAL ROAD SO LONG AS THE MUNICIPALITY OTHERWISE COMPLIES WITH ALL APPLICABLE STATE LAW

Indexes: MUNICIPALITIES
INTERLOCAL AGREEMENT

Sponsors: Eileen Higgins, Co-Prime Sponsor
Micky Steinberg, Co-Prime Sponsor
Raquel A. Regalado, Co-Sponsor

Sunset Provision: No **Effective Date:** **Expiration Date:**

Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
Transportation Cmte	9/9/2025	2B	Forwarded to BCC with a favorable recommendation				

REPORT: Chairwoman Higgins provided an overview of the foregoing proposed legislation and Agenda Item 2E explaining their similarity in regards to lowering the speed limit in municipalities and amending interlocal agreements. She noted this item addressed municipalities while Commissioner Steinberg's item (Agenda Item 2E) addressed Unincorporated Municipal Service Area (UMSA) areas, emphasizing that all State laws must be followed including any required studies. Commissioner Steinberg explained that the items would provide municipalities with the ability and mechanism to address community requests for speed limit changes when feasible. Commissioner Bastien inquired whether surrounding communities would be consulted or surveyed prior to implementing speed reductions, emphasizing the importance of community participation in decision-making processes. Commissioner Steinberg emphasized that the legislation would expand available options rather than mandate automatic changes. She clarified that communities would retain the initiative in requesting speed

modifications, responding to ongoing demands from neighborhood associations seeking various traffic calming solutions such as speed reduction devices or adjusted speed limits to address safety concerns. Vice Chairwoman Regalado indicated her support for both items and requested to co-sponsor them. She noted that commissioners routinely handled multiple requests from UMSA communities and expected the implementation process to develop naturally through existing commission office workflows. She advocated for streamlined procedures without excessive administrative requirements that could delay responses to community needs. Vice Chairwoman Regalado observed that speed limit requests typically encompassed entire neighborhood areas around schools, parks, or libraries rather than individual street segments. Mr. Morales noted that the administration was close to completing a memo outlining the entire process including field assessments, costs of replacing signs, and other related work that would address most issues. He mentioned that the County actively encouraged cities to enter into interlocal agreements for traffic mitigation matters, noting that some cities had agreements while others had not, and suggested these items might encourage more cities to participate. Chairwoman Higgins confirmed that the committee's intention was not to require the department to duplicate work and requested notification if any modifications were needed before full Board approval. Commissioner Regalado suggested coordinating with existing work to avoid redundant efforts and recommended including all related items together in future Board consideration. Commissioner Steinberg requested to be listed as a co-sponsor on the foregoing item. Hearing no further questions or comments, the Committee proceeded to vote on the foregoing proposed resolutions as presented.

County Attorney	8/20/2025	Assigned	Annery Pulgar Alfonso	8/20/2025

Legislative Text

TITLE
RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYORï¿½S DESIGNEE TO EXAMINE ALL EXISTING INTERLOCAL AGREEMENTS WITH MUNICIPALITIES AND TO TAKE ALL ACTIONS NECESSARY TO AMEND ALL SUCH INTERLOCAL AGREEMENTS, AND TO ENGAGE WITH ANY INTERESTED MUNICIPALITY TO ENTER INTO A NEW INTERLOCAL AGREEMENT, TO ALLOW MUNICIPALITIES TO LOWER THE SPEED LIMIT TO 20 OR 25 MILES PER HOUR, AT THE MUNICIPALITYï¿½S DISCRETION, ON ALL MUNICIPAL, RESIDENTIAL ROADS THAT ARE NOT ARTERIAL ROADS OR ADJACENT TO AN ARTERIAL ROAD SO LONG AS THE MUNICIPALITY OTHERWISE COMPLIES WITH ALL APPLICABLE STATE LAW

BODY
WHEREAS, sections 316.008 and 316.189 of the Florida Statutes authorize counties and municipalities to set speed limits on roads; and
WHEREAS, section 316.189, Florida Statutes, provides that the maximum speed within any municipality is 30 miles per hour; however, with respect to residence districts, a maximum speed limit of 20 or 25 miles per hour on local streets and highways may be set after an investigation determines that such a limit is reasonable; and
WHEREAS, pursuant to sections 2-95 and 2-96.1 of the Code of Miami-Dade County, Florida, all traffic control and traffic engineering functions and services in Miami-Dade County are under the exclusive jurisdiction of Miami-Dade County; and
WHEREAS, municipalities are uniquely situated to respond to neighborhood-level traffic concerns and should have the flexibility to address such concerns by lowering speed limits on appropriate residential roads within their jurisdiction; and
WHEREAS, Miami-Dade County has consistently ranked amongst the United States area with the worst traffic congestion; and
WHEREAS, reducing speed limits in residential neighborhoods is an evidence-based approach to improve safety for pedestrians, bicyclists, and other vulnerable road users, particularly children, seniors, and people with disabilities; and
WHEREAS, lower speed limits in residential areas can enhance quality of life, reduce noise and pollution, and support safer walking, biking, and outdoor activity for all residents, particularly in communities historically

impacted by high-speed cut-through traffic; and
WHEREAS, as Miami-Dade County continues to grow, many residential neighborhoods are reportedly experiencing increases in traffic from residents using alternative routes to reach a destination not in the residential area; and
WHEREAS, vehicles traveling at high speeds through residential areas could pose a potential danger to life and property; and
WHEREAS, reducing the speed limit, where appropriate, in residential areas could provide adequate traffic calming measures to ensure pedestrian safety; and
WHEREAS, Miami-Dade County has committed to advancing transportation safety goals, including initiatives aligned with Vision Zero or similar programs that seek to eliminate traffic fatalities and serious injuries; and
WHEREAS, on April 18, 2023 the Board adopted Resolution No. R-373-23 which directed the County Mayor or County Mayorï¿½s designee to design and implement a Park Zones pilot program on roads adjacent to or in close proximity to certain parks in Miami-Dade County; and
WHEREAS, Miami-Dade County has entered into various interlocal agreements with municipalities seeking to adjust the speed limit within their municipality; and
WHEREAS, speeding continues to be a safety concern throughout many areas of Miami-Dade County; and
WHEREAS, some existing interlocal agreements may limit municipal authority to respond swiftly to community safety needs, and updating these agreements would support more responsive local governance; and
WHEREAS, this Board wishes to ensure that appropriate measures can be taken in a timely manner to address speeding within municipal residential areas,
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:
Section 1. Adopts the foregoing recitals as if fully set forth herein.
Section 2. Directs the County Mayor or County Mayorï¿½s designee to examine all existing interlocal agreements with municipalities and to take all actions necessary to amend all such interlocal agreements to allow municipalities to lower the speed limit to 20 or 25 miles per hour, at the municipalityï¿½s discretion, on all municipal, residential roads that are not arterial roads or adjacent to an arterial road so long as the municipality otherwise complies with all applicable state law.
Section 3. The County Mayor or County Mayorï¿½s designee is further directed to engage with any interested municipality to enter into a new interlocal agreement to allow such municipality to lower the speed limit to 20 or 25 miles per hour, at the municipalityï¿½s discretion, on all municipal, residential roads that are not arterial roads or adjacent to an arterial road so long as the municipality otherwise complies with all applicable state law.

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Memorandum

MIAMI-DADE COUNTY

Date:	September 4, 2019
To:	Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Authorizing the Execution of an Interlocal Agreement Between the City of Coral Gables and Miami-Dade County to Install and Maintain 25 mph Speed Limit Signs on Local Residential Streets.

Agenda Item No. 8(N)(3)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) between the City of Coral Gables (City) and Miami-Dade County (County) to allow the City to install and maintain 25 mph speed limit signs on local residential streets only city-wide (attached as Exhibit B of the Agreement).

Scope

The affected areas for this Agreement fall within District 6, which is represented by Commissioner Rebeca Sosa.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as the City will be responsible for all installation and maintenance costs.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) Traffic Engineering Division Chief, Claudia P. Diaz, P.E., will be responsible for monitoring this Agreement.

Delegated Authority

In accordance with Section 2-8.3 of the County Code related to identifying delegation of Board authority, there are no authorities beyond those specified in the resolution which include authority of the County Mayor, or designee, to execute an Interlocal Agreement between the County and the City.

Background

The City passed Resolution No. 2018-183 (attached as part of Exhibit A of the Agreement) allowing the City Manager to enter into negotiations with the County for the installation and maintenance of 25 mph speed limit signs on local residential streets.

This Agreement provides a formal structure to many of the continuing efforts that have been underway and provides the City with the ability to install and maintain 25 MPH signs within its municipal boundaries.

/

Since this Agreement modifies the speed limit on residential streets within the County boundaries, it is being presented to the Board for approval.

Alina T. Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: September 4, 2019

FROM: Abigail Price-Williams, County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(3)
9-4-19

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND MIAMI-DADE COUNTY TO ALLOW THE CITY OF CORAL GABLES TO INSTALL 25 MPH SPEED LIMIT SIGNS WITHIN ITS MUNICIPAL BOUNDARIES

WHEREAS, the City of Coral Gables (City) has requested authority to install and maintain 25 MPH speed limits signs within Miami-Dade County (County) public rights-of-way; and

WHEREAS, the City and County are mutually desirous of providing assurances for the future installation and continued maintenance of the 25 MPH speed limit signs; and

WHEREAS, the Interlocal Agreement between the City and the County attached as Exhibit "1" (Agreement) sets forth, responsibilities and rights regarding the installation and maintenance of the 25 MPH speed limit signs; and

WHEREAS, the City shall be responsible for the installation and maintenance of the 25 MPH speed limit signs; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves and incorporates the foregoing recitals as though fully set forth herein.

Section 2. This Board authorizes the County Mayor or County Mayor's Designee to execute the Agreement, to exercise all right conferred therein, and to take all actions necessary to effectuate same.

Section 3. Pursuant to Resolution R-974-09, this Board directs the County Mayor or the Mayor's Designee to record the agreement accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of September, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

EXHIBIT 1

RECEIVED

APR 10 2019

PUBLIC WORKS DEPT.

INTERGOVERNMENTAL AGENCY AGREEMENT TO ALLOW CITY-WIDE RESIDENTIAL SPEED LIMIT REDUCTION TO 25 MPH AND TO PERFORM THE INSTALLATION OF SPEED LIMIT SIGNS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO INSTALL 25 MPH SPEED LIMIT SIGNS ON LOCAL RESIDENTIAL STREETS ("Agreement") is made and entered into this 8th day of April, 2019, by and between the CITY OF CORAL GABLES (the "City"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida.

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, pursuant to a letter dated July 8, 2016, signed by Darlene M. Fernandez, P.E., Assistant Director, Traffic Services, the City received permission to lower the posted speed limit to 25 MPH on local residential roads maintained by the City; and

WHEREAS, the City desires to assume the installation and maintenance responsibilities of certain traffic engineering functions pertaining to its local municipal streets only and has requested the County to allow it to perform the function of installing speed limit signs; and

WHEREAS, the City has Transportation Engineers available to plan, design, and perform construction inspection of Transportation Projects within its Public Works Department, and has represented to the County that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the City, by Ordinance No. 2017-14, attached hereto as EXHIBIT "A" and by reference made a part hereof, has authorized the execution of this Agreement; and

WHEREAS, the County and the City agree that nothing contained in this Agreement shall diminish or impact the rights of either entity with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of the traffic control devices unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code,

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are incorporated herein by reference and confirmed.

Section 2. Speed Limit Signs. The CITY may install and maintain Speed Limit Signs on only those local municipal streets operated and maintained by the City within its boundaries and not on County roadways or State roadways; or within school zones.

Section 3. Installation. Any such Speed Limit Signs may be installed on local municipal streets only after an appropriate design plan depicting the location of the new speed limit signs has received written approval by the City Manager or his/her designee. A copy of such design plans must be submitted to the Department of Transportation and Public Works ("DTPW"). Any such Speed Limit Signs may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the City, through its City Manager or his/her designee. Provided that such design plans utilize the standard design attached hereto as Exhibit "B", no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached hereto as Exhibit "B", such plans shall be submitted to the County for its review and written approval. A copy of such design plans must be submitted to the applicable Department of the County.

Section 4. Decals. The City shall attach a decal to the back of the sign panels indicating ownership and date of installation.

Section 5. Standards. All Speed Limit Signs installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications:

a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;

b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6-Ic-1989), including latest revisions;

c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and

d. Miami-Dade County Public Works Manual (available from the Department of Transportation and Public Works, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).

Section 6. Maintenance Responsibility. The City assumes sole and complete responsibility for the 25 mph speed limit signs that are installed by the City within its boundaries. If the City fails to maintain the 25 mph speed limit signs, it shall be responsible for any and all costs incurred by the County to replace them or remove them.

Section 7. Liability and Indemnification. The City assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the

installation, operation or maintenance of 25 mph speed limit signs, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the County harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation, or maintenance of the signs.

Section 8. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the City or the County's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. Public Records. The City shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes

Section 10. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 11. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 12. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 13. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

Section 14. Effective Date. That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

Section 15. Termination. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, that at

the option of the County, the City shall continue to maintain, repair, and be responsible for any Traffic Control Devices installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all Traffic Control Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Control Devices was located to the condition that existed before the City's installation.

Section 16. **Execution.** This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 17. **Notice.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:** Miami-Dade Department of Transportation and Public Works, Attn: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128
b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2810, Miami, FL 33128
c. **For the City:** City of Coral Gables, Attn: City Manager, 405 Biltmore Way, Coral Gables, FL 33144
d. **With a Copy To:** City of Coral Gables, Attn:, City Attorney, 405 Biltmore Way, Coral Gables, FL 33144

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the County have set their hands the day and year above written.

FOR MIAMI-DADE COUNTY, FLORIDA:

CARLOS A. GIMÉNEZ, COUNTY MAYOR
(OR DESIGNEE)

ATTEST:

DEPUTY CLERK
PRINT NAME: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIAMI-DADE COUNTY ATTORNEY'S OFFICE

FOR THE CITY OF CORAL GABLES, FLORIDA:

PETER J. IGLESIAS
CITY MANAGER

ATTEST:

BILLY Y. URQUIA, CITY CLERK
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MIRIAM SOLER RAMOS, CITY ATTORNEY

EXHIBIT A

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. 2017-14

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES, FLORIDA, CREATING SECTION 74-5 OF THE CITY OF CORAL GABLES CODE TO LOWER SPEED LIMITS TO 25 MILES PER HOUR ON LOCAL RESIDENTIAL ROADS MAINTAINED BY THE CITY OF CORAL GABLES, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, ENFORCEABILITY AND AN EFFECTIVE DATE.

WHEREAS, dating back to 2001, the City Commission has discussed lowering the speed limit in certain areas to 25 miles per hour (mph), in response to residential concerns; and

WHEREAS, on May 12, 2015, the City Commission directed staff to analyze whether objective data supported the lowering of the speed limit to 25 mph in certain areas; and

WHEREAS, on April 21, 2016, the City of Coral Gables submitted the analysis to Miami-Dade County Department of Transportation and Public Works (MDCDTPW), recommending a posted speed limit of 25 mph on all residential streets; and

WHEREAS, on July 8, 2016, Miami-Dade County approved the City's request to lower the posted speed limit to 25 mph only on residential local roads maintained by the City of Coral Gables; and

WHEREAS, on July 19, 2016 and October 18, 2016, the City's Transportation Advisory Board recommended lowering the speed limit; and

WHEREAS, as part of the City's Multi-modal Transportation Plan, the City asked for public input on various subjects, including regarding lowering speed limits to 25 mph, and data taken over seven (7) public meetings showed 80% of respondents to be in favor of reducing the speed limit on residential streets to 25 mph; and

WHEREAS, the installation and maintenance of signage indicating a lowered speed limit in certain areas will be processed through an Intergovernmental Agency Agreement with MDCDTPW; and

WHEREAS, lowering the speed limit on residential streets to 25 mph is reasonable, and is well aligned with the Strategic Plan objective "to attain world class performance levels in public safety" ; and

WHEREAS, the City's Department of Public Works has set a goal of 10% reduction in injuries each year and slower speeds decreased the frequency and severity of injuries; and

WHEREAS, lowering the speed limit, combined with enhanced street design, education and enforcement policies will create a system and standard of behavior that will greatly lessen the consequences of traffic accidents caused by speeding; and

WHEREAS, the City Commission wishes to add Section 74-5 to lower the speed limits on residential local roads maintained by the City of Coral Gables to 25 mph as authorized by Section 316.189, Florida Statutes;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. The foregoing **"WHEREAS"** clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. Section 74-5 of the Code of the City of Coral Gables, Florida, is hereby created to read as follows:

Sec. 74-5. – Establishment of residential speed zones, posting, enforcement

(a) *Residential Speed Limit.* The maximum speed on all local residential roads within the City of Coral Gables shall be twenty-five (25) miles per hour, unless otherwise posted.

(b) *Posting of speed limits.* All speed zones shall be posted with clearly legible signs. All signs which limit or establish a twenty-five (25) mile per hour speed limit shall be so placed and so painted so as to be plainly visible and legible in daylight or in darkness when illuminated by headlights.

(c) *Penalty.* Pursuant to section 316.189 of the Florida Statutes, violation of the speed limits established pursuant to this section shall be cited as a moving violation, punishable as provided in chapter 318 of the Florida Statutes.

SECTION 3. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase, or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City Code, which provisions may be renumbered or re-lettered and the word ordinance be changed to "section", "article", or other

appropriate word to accomplish such intention.

SECTION 6. If the City Code's Tables of Contents, Supplemental History Table, or other reference portions are affected by these provisions, then changes are approved as a part of this Ordinance.

SECTION 7. Within 30 days of the adoption of this Ordinance, the City shall include the Ordinance's language and place an educational piece in eNews or another similar publication, educating the City's residents of the Ordinance. In addition the City shall begin an educational campaign to inform residents and visitors of the effect and implementation of the Ordinance.

SECTION 8. The City shall work with Miami-Dade County to insure that the City provides appropriate signage to indicate changes in speed limits as required by Miami-Dade County. Every effort shall be made to reduce the signage needed in order to prevent sign pollution in the City.

SECTION 9. This Ordinance shall become effective upon adoption. After the required signage is placed, enforcement in newly posted areas shall begin immediately. Coral Gables Police Officers should exercise discretion through a reasonable time period to allow drivers to adjust to the revised speeding limit. This provision does not create any claim or defense for a driver regarding the exercise of the Police Officer's discretion.

PASSED AND ADOPTED THIS NINTH DAY OF MAY, A.D., 2017.
(Moved: Quesada / Seconded: Keon)
(Yeas: Mena, Quesada, Keon, Lago, Valdes-Fauli)
(Unanimous: 5-0 Vote)
(Agenda Item: E-2)

APPROVED:

RAUL VALDES-FAULI
MAYOR

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

for CRAIG E. LEEN
CITY ATTORNEY

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2018-183

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGENCY AGREEMENT BETWEEN MIAMI-DADE COUNTY (MDC) AND THE CITY OF CORAL GABLES (CITY) TO ALLOW FOR THE INSTALLATION AND PROVIDE FOR THE MAINTENANCE OF 25 MPH SPEED LIMIT SIGNS ON RESIDENTIAL LOCAL STREETS BY THE CITY.

WHEREAS, on July 8, 2016, Miami-Dade County approved the City's request to lower the posted speed limit to 25 mph only on residential local streets maintained by the City of Coral Gables; and

WHEREAS, the City passed Ordinance 2017-14 on May 9, 2017 creating Section 74-5 of the City of Coral Gables Code to lower speed limits to 25 miles per hour on residential local roads maintained by the City of Coral Gables, providing for a repealer provision, severability clause, codification, enforceability, and providing for an effective date; and

WHEREAS, the attached Intergovernmental Agency Agreement or as in the attached substantial form is being brought before the Commission to codify installation and maintenance of the subject signs;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission does hereby authorize the execution of an intergovernmental agency agreement, in substantially the form attached, with Miami-Dade County to install and maintain 25 mph speed limit signs on local municipal streets.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TENTH DAY OF JULY, A.D., 2018.
(Moved: Quesada / Seconded: Lago)
(Unanimous: 5-0 Vote)
(Agenda Item: D-3)

APPROVED:

RAUL VALDES-FAULI
MAYOR

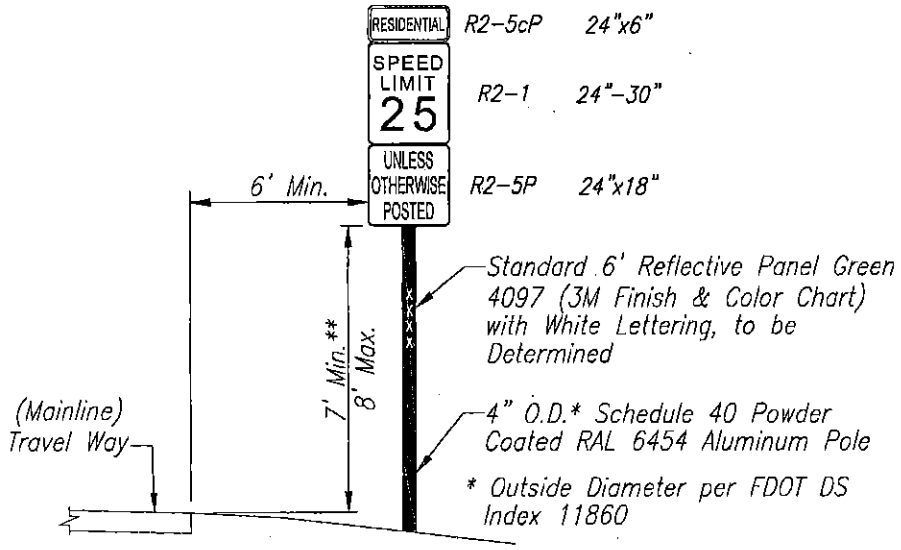
ATTEST:

WALTER J. FOEMAN
CITY CLERK

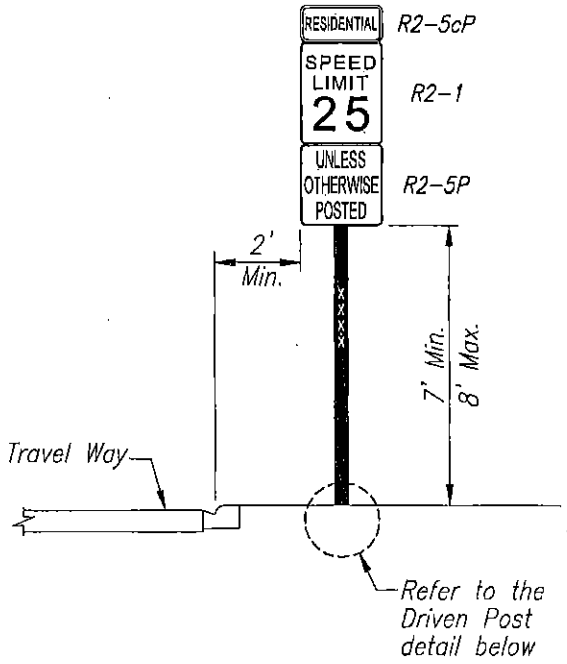
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

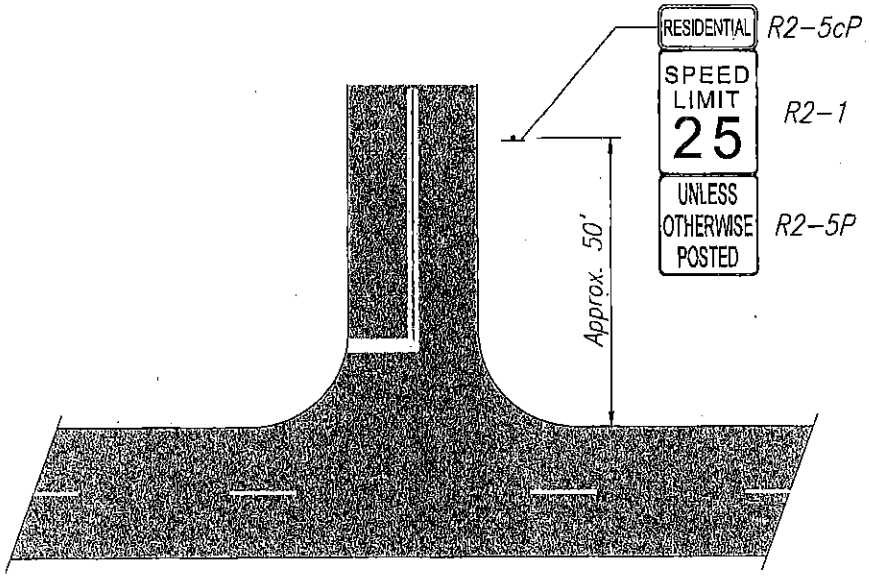
MIRIAM SOLER RAMOS
CITY ATTORNEY

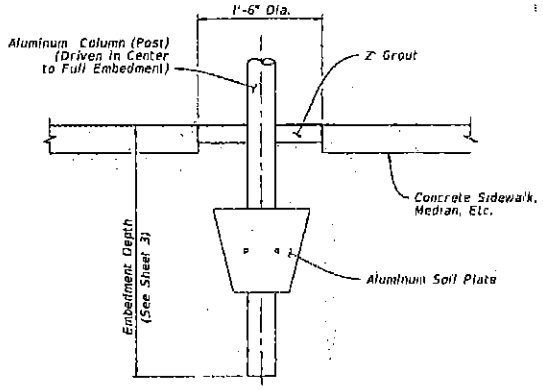
EXHIBIT B



** PER FDOT DS INDEX 17302







Driven Post Detail

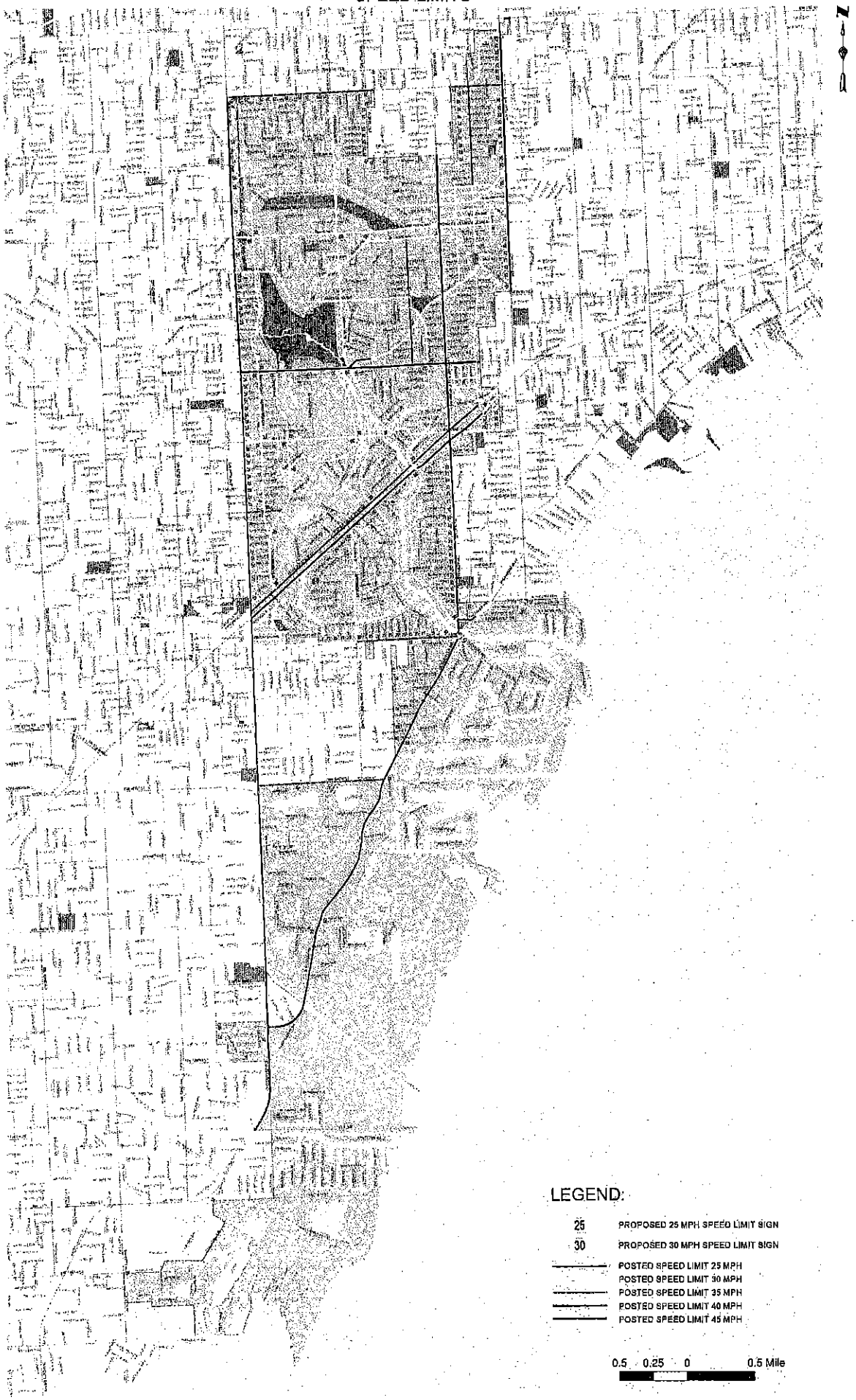
Note: 2" Grout is not required when installed in soil.

ALL SIGNS AND POSTS SHALL BE INSTALLED PER FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS FOR SINGLE COLUMN GROUND SIGNS

APPROVED: 09/20/2017	DEPT. OF PUBLIC WORKS	STANDARD DETAILS
SCALE: N.T.S.	ENGINEERING DIVISION	SPEED LIMIT
	CITY OF CORAL GABLES	SIGN PLACEMENT DETAIL

CITY OF CORAL GABLES

SPEED LIMITS



AGENDA ITEM NO. 12.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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, AMENDING RESOLUTION NO. 2026-23 TO CHANGE THE NAME AND DATE OF THE SPECIAL DOG-THEMED COMMUNITY EVENT AT CORAL REEF PARK; PROVIDING FOR AN UPDATED EVENT TITLE "WIENERS & FRIENDS BARK BASH" TO BE HELD ON OCTOBER 4, 2026; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Amendment to Reso No. 2026-23.doc
RESO-Amendment_to_Reso_No._2026-23-_Wieners___Friends_Bark_Bash.doc
Weiners & Friends BArk Bash Flyer.pdf

To: Honorable Mayor and Village Council

Date: April 6, 2026

From: Nick Marano, Village Manager

Re: Amendment to Reso No. 2026-23

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING RESOLUTION NO. 2026-23 TO CHANGE THE NAME AND DATE OF THE SPECIAL DOG-THEMED COMMUNITY EVENT AT CORAL REEF PARK; PROVIDING FOR AN UPDATED EVENT TITLE "WIENERS & FRIENDS BARK BASH" TO BE HELD ON OCTOBER 4, 2026; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

On March 2, 2026, the Village Council adopted Resolution No. 2026-23 establishing "Wiener Fest," a dog-focused community event intended to promote the Village's Adopt-A-Pet initiative. The resolution scheduled the event for April 25, 2026 in coordination with the Battle of the Buns event at Coral Reef Park.

Since adoption of the resolution, staff has continued coordinating with community partners and Miami-Dade County Animal Services regarding participation in the event. During these discussions, staff was informed that the Miami-Dade County Animal Services mobile adoption truck is not available on April 25, 2026, which limits the Village's ability to offer on-site pet adoptions and educational outreach as originally envisioned.

Staff recommends rescheduling and rebranding the event as "Wieners & Friends Bark Bash" to be held on Sunday, October 4, 2026, and establishing the event as a stand-alone community event rather than coordinating it with another Village event.

Holding the event independently allows the Village to highlight its Adopt-A-Pet initiative and promote partnerships with Miami-Dade County Animal Services and other animal

welfare organizations. The proposed event date falls on a Sunday morning when the Coral Reef Park Farmers Market is operating, which provides a built-in audience of residents already visiting the park. The Farmers Market regularly attracts families and pet owners, and dogs are commonly present at the market. Hosting the event during this time creates a natural “captive audience” of residents and their pets, increasing participation and visibility for the Village’s pet adoption and animal welfare initiatives.

Scheduling the event in early October provides more comfortable weather conditions for pets and their owners, which can help increase attendance and improve the overall experience for participants.

In conclusion Rescheduling the event to Sunday, October 4, 2026, at Coral Reef Park and establishing it as a stand-alone event coordinated with the Farmers Market will allow the Village to better support animal adoption initiatives, ensure participation by Miami-Dade County Animal Services, and provide a safe and engaging experience for residents and their pets.

FISCAL/BUDGETARY IMPACT: The fiscal impact is expected to be minimal and will be managed within the Parks and Recreation Department’s existing special events budget.

RECOMMENDATION:
Approval is recommended

Attachment (1):

- Event Flyer

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING RESOLUTION NO. 2026-23 TO CHANGE THE NAME AND DATE OF THE SPECIAL DOG-THEMED COMMUNITY EVENT AT CORAL REEF PARK; PROVIDING FOR AN UPDATED EVENT TITLE "WIENERS & FRIENDS BARK BASH" TO BE HELD ON OCTOBER 4, 2026; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

WHEREAS, on March 2, 2026, the Village Council adopted Resolution No. 2026-23 authorizing a special event titled "Wiener Fest" at Coral Reef Park coordinated with the "Battle of the Buns" event on April 25, 2026; and

WHEREAS, the Village wishes to update the concept of the event to a single standalone dog-focused community event that welcomes all breeds and promotes pet adoption and responsible pet ownership; and

WHEREAS, the Village desires to rename the event "Wieners & Friends Bark Bash" and reschedule the event to October 4, 2026, at Coral Reef Park; and

WHEREAS, the event will continue to support the Village's Adopt-A-Pet initiative and include participation from Miami-Dade County Animal Services for pet adoption and educational outreach activities.

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

Section 1. Resolution No. 2026-23 is hereby amended to change the event's name and date as follows:

- The Village Council directs the Village Manager to offer a special event titled "Wieners & Friends Bark Bash" at Coral Reef Park on Sunday, October 4, 2026, for residents and their dogs, featuring dog-focused activities and contests; to invite participation of

Miami-Dade County Animal Services for pet adoption and educational outreach; to promote the Village's Adopt-A-Pet initiative; and to facilitate appropriate amenities and activities to support the event.

Section 2. All remaining provisions of Resolution No. 2026-23 not amended herein shall remain in full force and effect.

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

PASSED and **ADOPTED** this _____ day of April 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 Fiori _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

VILLAGE OF PALMETTO BAY EST 2002 FLORIDA

FREE Pet Adoptions for Palmetto Bay Residents

WIENERS & FRIENDS

Bark Bash

CORAL REEF PARK
7895 SW 152 STREET

OCT 4 2026
11AM-1PM

- Agility Course
- Food
- Owner & Pet Look-a-like Contest
- Costume Contest
- Longest Weiner Dog Contest
- Miami-Dade County Pet Adoption



Email events@palmettobay-fl.gov for more informati

AGENDA ITEM NO. 12.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 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 HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS , PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS ($147,000.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Localized Drainage .doc
Reso - Localized Drainage.docx
Exhibit A - Recommendation - ITB# 2026-11-004.pdf
Exhibit B - ITB# 2026-11-004 - Localized Drainage.pdf
Exhibit C - Tabulation and Bid Sheets - ITB# 2026-11-004.pdf
Exhibit D - Bid - Baco.pdf

Exhibit E - Bid - Coreland.pdf
Exhibit F - Bid - Hahn.pdf
Exhibit G - Bid - Hartec.PDF
Exhibit H - Bid - Headley.pdf
Exhibit I - Bid - Homestead.pdf
Exhibit J - Bid - Kailas.pdf
Exhibit K - Bid - Metro.pdf
Exhibit L - Bid - Pabon.pdf
Exhibit M - Bid - Pimentel.pdf
Exhibit N - Bid - Quality.pdf
Exhibit O - Bid - SC.pdf
Exhibit P - Bid - V&G.pdf
Exhibit Q - Bid - VEC.pdf
Exhibit R - Bid - Wolf Creek.pdf

To: Honorable Mayor and Village Council

Date: March 16, 2026

From: Nick Marano, Village Manager

Re: Paving and Drainage Improvements Project

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS , PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS ($147,000.00), 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 paving and drainage improvements. The Village published an ITB# 2026-11-004 for the "Paving and Drainage Improvements Project (Localized Drainage Projects)" on February 17th, 2026, and received a total of fifteen (15) bids. Hartec Group, Inc., was the lowest responsive, responsible Bidder.

FISCAL IMPACT:

Stormwater Account in the amount of 147,000.00.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-11-004
D. Bid – Baco Engineering Contractor, Inc.
E. Bid – Coreland Construction, Corp.
F. Bid – Hahn Construction Engineering Contractors, Inc.
G. Bid – Hartec Group, Inc.
H. Bid – Headley Construction Group
I. Bid – Homestead Concrete & Drainage, Inc.
J. Bid – Kailas Contractors, Corp.
K. Bid – Metro Express, Inc.
L. Bid – Pabon Engineering, Inc.
M. Bid – Pimentel Construction Group, Inc.

N. Bid – Quality Paving Corp.
O. Bid – SC Contractors, LLC.
P. Bid – V&G Construction Solutions, Corp.
Q. Bid – V Engineering, Corp.
R. Bid – Wolf Creek Construction, LLC.

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 HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS , PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS ($147,000.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village published an ITB# 2026-11-004 ("ITB") for the "Paving and Drainage Improvements Project (Localized Drainage Projects)" on February 17th, 2026; and

WHEREAS, the Village received a total of fifteen (15) bids on March 5th, 2026; and

WHEREAS, Hartec Group, Inc., was the lowest responsive, 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 Hartec Group, Inc. pursuant to ITB# 2026-11-004, entitled "Paving and Drainage Improvements Project (Localized Drainage Projects)" ("Project") is hereby approved. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with Hartec Group, Inc. substantially in the form attached to the ITB for completion of the Project.

Section 3. 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 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April 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: 03/12/2026

ITB#: 2026-11-004	**Item/Service:** Paving and Drainage Improvements Project (Localized Drainage Projects)

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of fifteen (15) bids received, Baco Engineering Contractor, Inc., Coreland Construction, Corp., Hahn Construction Engineering Contractors, Inc., Hartec Group, Inc., Headley Construction Group, Homestead Concrete & Drainage, Inc., Kailas Contractors, Corp., Metro Express, Inc., Pabon Engineering, Inc., Pimentel Construction Group, Inc., Quality Paving Corp., SC Contractors, LLC., V&G Construction Solutions, Corp., V Engineering, Corp., Wolf Creek Construction, LLC.

II. Recommendation:

a. Which bid is being recommended? **Hartec Group, Inc.**

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

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

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

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held April 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

3/16/26

Nick Marano, Village Manager

Invitation to Bid

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

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED: **Tuesday, February 17th, 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)
Paving and Drainage Improvements Project (Localized Drainage Projects)
No. 2026-11-004

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a paving and drainage improvement project. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, March 5th, 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 "**Paving and Drainage Improvements Project (Localized Drainage Projects) ITB# 2026-11-004**". **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, February 24th, 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, February 17th, 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")

Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")

Construct a paving and drainage improvement project for the Village (Invitation to Bid# 2026-11-004). The Project areas are generally located at the following locations:

1. 9240 SW 168th Street
2. SW 174th Street and SW 93rd Place (West Side of SW 93rd Place)
3. SW 151st Street and SW 80th Avenue (Northbound Lane along SW 80th Avenue)

The Project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing 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 Monday, March 2nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 2nd, 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 after the award is issued.

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 (l0) days of written demand by the Village.

3.23 Litigation

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

3.24 Subcontractors

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

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Construct a paving and drainage improvement project for the Village (Invitation to Bid# 2026-11-004). The Project area is generally located at the following locations:

1. 9240 SW 168th Street
2. SW 174th Street and SW 93rd Place (West Side of SW 93rd Place)
3. SW 151st Street and SW 80th Avenue (Northbound Lane along SW 80th Avenue)

The Project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing 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 contractor. 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 following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$	$
102-1	Maintenance of Traffic	LS	1	$	$
104-10	Stormwater Pollution Prevention Plan	LS	1	$	$
110-1	Clearing and Grubbing	LS	1	$	$
110-2	Existing Structures - To be removed	EA	0	$	$
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$	$
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$	$
425-1	Type P- Catch Basin	EA	1	$	$
425-2	Manholes (Type J-7T)	EA	1	$	$
425-3	Manholes (Type P-7T)	EA	0	$	$
425-4	Stormwater Baffle	EA	3	$	$
425-5	Core Drill Existing Inlet	EA	3	$	$
425-6	Adjusting Existing Utility Covers	LS	1	$	$
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$	$
443-1	French Drain (18" HDPE Pipe)	LF	300	$	$
524-1	Asphalt Aprons (2" minimum)	SY	24	$	$
				GRAND TOTAL	**$**

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

_____
Signature of Official: _____
Name: _____
Title: _____
Company: _____
Date: _____

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 3:00 p.m. EST March 5th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the Contract is subject to Village Council approval. Other aspects of approval are experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, February 24th, 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, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 2nd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 5th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

7.01 Contract Award

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 _____, ITB# 2026-11-004, 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: _____

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

Request for Taxpayer Identification Number and Certification

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

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Paving and Drainage Improvements Project (Localized Drainage Projects)** ITB No. 2026-11-004 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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
ITB No. 2026-11-004 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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: **Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** (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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** 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

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

Surety

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: Paving and Drainage Improvements Project (Localized Drainage Projects)

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 "___", 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# 2026-11-004

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 "C" 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

_____ 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, _____ Department, _____, 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 without Cause.** 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, subject to the cure period provided in Section 27.0, 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 without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

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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 and 00/100 Dollars ($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 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.

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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 subconsultants. 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 be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

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11.0 Insurance/Bond 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.

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.

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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 Contractor

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 $_____2, 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 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.

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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 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 CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, 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.

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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.

45.0 Iron and Steel in Public Works Projects

Section 255.0993, Florida Statutes, requires local governmental entities to include a requirement in contracts for projects using any State funds that certain iron or steel products be produced in the United States, authorizes the minimal use of foreign steel and iron materials in certain circumstances, and exempts specified products from the requirement.

Should the use of American iron or steel causes an increase of total project cost by twenty (20) percent, or if materials are not readily available, or materials cannot be purchased in sufficient quantities.

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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": Paving and Drainage Improvements Project (Localized Drainage Projects) (.PDF FILE)

(*Total of 1 .pdf to download with solicitation*)

					Baco Engineering Contractor, Inc.		Coreland Construction, Corp.		Hahn Construction Engineering Contractors, Inc.		Hartec Group, Inc.		Headley Construction Group
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**	
101-1	Mobilization	LS	1	$ 18,000.00	$ 18,000.00	$ 11,000.00	$ 11,000.00	$ 16,000.00	$ 16,000.00	$ 21,000.00	$ 21,000.00	$ 24,000.00	$ 24,000.00
102-1	Maintenance of Traffic	LS	1	$ 12,000.00	$ 12,000.00	$ 2,240.00	$ 2,240.00	$ 9,500.00	$ 9,500.00	$ 2,000.00	$ 2,000.00	$ 14,500.00	$ 14,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,500.00	$ 3,500.00	$ 3,150.00	$ 3,150.00	$ 1,250.00	$ 1,250.00	$ 1,661.00	$ 1,661.00	$ 6,000.00	$ 6,000.00
110-1	Clearing and Grubbing	LS	1	$ 4,200.00	$ 4,200.00	$ 14,100.00	$ 14,100.00	$ 9,500.00	$ 9,500.00	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 8.25	$ 2,706.00	$ 26.00	$ 8,528.00	$ 25.00	$ 8,200.00	$ 28.00	$ 9,184.00	$ 9.00	$ 2,952.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 26.00	$ 9,282.00	$ 16.00	$ 5,712.00	$ 45.00	$ 16,065.00	$ 20.00	$ 7,140.00	$ 39.00	$ 13,923.00
425-1	Type P- Catch Basin	EA	1	$ 7,200.00	$ 7,200.00	$ 4,500.00	$ 4,500.00	$ 6,150.00	$ 6,150.00	$ 10,000.00	$ 10,000.00	$ 18,500.00	$ 18,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 12,400.00	$ 12,400.00	$ 6,700.00	$ 6,700.00	$ 7,400.00	$ 7,400.00	$ 10,000.00	$ 10,000.00	$ 20,500.00	$ 20,500.00
425-4	Stormwater Baffle	EA	3	$ 1,550.00	$ 4,650.00	$ 620.00	$ 1,860.00	$ 600.00	$ 1,800.00	$ 475.00	$ 1,425.00	$ 1,900.00	$ 5,700.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,600.00	$ 4,800.00	$ 2,100.00	$ 6,300.00	$ 1,250.00	$ 3,750.00	$ 1,500.00	$ 4,500.00	$ 700.00	$ 2,100.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00	$ 2,100.00	$ 2,100.00	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ 3,800.00	$ 3,800.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 62.00	$ 4,340.00	$ 400.00	$ 28,000.00	$ 125.00	$ 8,750.00	$ 150.00	$ 10,500.00	$ 170.00	$ 11,900.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 220.00	$ 66,000.00	$ 353.00	$ 105,900.00	$ 285.00	$ 85,500.00	$ 200.00	$ 60,000.00	$ 145.00	$ 43,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 90.00	$ 2,160.00	$ 70.00	$ 1,680.00	$ 55.00	$ 1,320.00	$ 20.00	$ 480.00	$ 60.00	$ 1,440.00
570-1-2	Performance Turf (Sod)	SY	87	$ 12.00	$ 1,044.00	$ 34.00	$ 2,958.00	$ 20.00	$ 1,740.00	$ 30.00	$ 2,610.00	$ 13.00	$ 1,131.00
BID TOTAL					**$ 153,782.00**		**$ 204,728.00**		**$ 177,825.00**		**$ 147,000.00**		**$ 175,446.00**
									*Bid Item No. 570-1-2 should have been $1,740.00 not $1,340.00				*Bid Total should have been $175,446.00 not $185,446.00

					Homestead Concrete & Drainage, Inc.		Kailas Contractors, Corp.		Metro Express, Inc.		Pabon Engineering, Inc.		Pimentel Construction Group, Inc.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**	
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,900.00	$ 1,900.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 1,400.00	$ 1,400.00	$ 2,500.00	$ 2,500.00
110-1	Clearing and Grubbing	LS	1	$ 2,800.00	$ 2,800.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 5.00	$ 1,640.00	$ 40.00	$ 13,120.00	$ 7.00	$ 2,296.00	$ 15.00	$ 4,920.00	$ 30.00	$ 9,840.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 19.00	$ 6,783.00	$ 70.00	$ 24,990.00	$ 36.00	$ 12,852.00	$ 25.00	$ 8,925.00	$ 40.00	$ 14,280.00
425-1	Type P- Catch Basin	EA	1	$ 6,440.00	$ 6,440.00	$ 7,000.00	$ 7,000.00	$ 9,500.00	$ 9,500.00	$ 7,500.00	$ 7,500.00	$ 6,500.00	$ 6,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 5,880.00	$ 5,880.00	$ 8,000.00	$ 8,000.00	$ 9,500.00	$ 9,500.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00
425-4	Stormwater Baffle	EA	3	$ 550.00	$ 1,650.00	$ 1,200.00	$ 3,600.00	$ 1,000.00	$ 3,000.00	$ 600.00	$ 1,800.00	$ 1,000.00	$ 3,000.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,900.00	$ 8,700.00	$ 1,500.00	$ 4,500.00	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00	$ 1,300.00	$ 3,900.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 210.00	$ 14,700.00	$ 150.00	$ 10,500.00	$ 200.00	$ 14,000.00	$ 200.00	$ 14,000.00	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 400.00	$ 120,000.00	$ 250.00	$ 75,000.00	$ 250.00	$ 75,000.00	$ 260.00	$ 78,000.00	$ 250.00	$ 75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 70.00	$ 1,680.00	$ 250.00	$ 6,000.00	$ 81.00	$ 1,944.00	$ 50.00	$ 1,200.00	$ 100.00	$ 2,400.00
570-1-2	Performance Turf (Sod)	SY	87	$ 90.00	$ 7,830.00	$ 50.00	$ 4,350.00	$ 27.00	$ 2,349.00	$ 20.00	$ 1,740.00	$ 30.00	$ 2,610.00
BID TOTAL					**$ 206,653.00**		**$ 178,560.00**		**$ 152,941.00**		**$ 159,485.00**		**$ 174,030.00**

*Bid Item No. 110-1 should have been $2,500.00 not $5,500.00

					Quality Paving Corp.		SC Contractors, LLC.		V&G Construction Solutions, Corp.		V Engineering, Corp.		Wolf Creek Construction, LLC.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**	
101-1	Mobilization	LS	1	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ 14,000.00	$ 14,000.00	$ 16,500.00	$ 16,500.00	$ 75,000.00	$ 75,000.00
102-1	Maintenance of Traffic	LS	1	$ 13,000.00	$ 13,000.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 4,300.00	$ 4,300.00	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 3,300.00	$ 3,300.00	$ 2,500.00	$ 2,500.00
110-1	Clearing and Grubbing	LS	1	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 10,389.92	$ 10,389.92	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 10.00	$ 3,280.00	$ 5.00	$ 1,640.00	$ 27.44	$ 9,000.32	$ 8.00	$ 2,624.00	$ 20.00	$ 6,560.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 40.00	$ 14,280.00	$ 35.00	$ 12,495.00	$ 26.28	$ 9,381.96	$ 25.00	$ 8,925.00	$ 32.00	$ 11,424.00
425-1	Type P- Catch Basin	EA	1	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 8,869.86	$ 8,869.86	$ 5,200.00	$ 5,200.00	$ 7,800.00	$ 7,800.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 10,253.19	$ 10,253.19	$ 7,500.00	$ 7,500.00	$ 11,400.00	$ 11,400.00
425-4	Stormwater Baffle	EA	3	$ 300.00	$ 900.00	$ 2,500.00	$ 7,500.00	$ 576.00	$ 1,728.00	$ 600.00	$ 1,800.00	$ 350.00	$ 1,050.00
425-5	Core Drill Existing Inlet	EA	3	$ 500.00	$ 1,500.00	$ 2,500.00	$ 7,500.00	$ 1,500.00	$ 4,500.00	$ 1,250.00	$ 3,750.00	$ 2,800.00	$ 8,400.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 700.00	$ 700.00	$ 3,000.00	$ 3,000.00	$ 5,174.55	$ 5,174.55	$ 250.00	$ 250.00	$ 1,200.00	$ 1,200.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00	$ 280.00	$ 19,600.00	$ 312.31	$ 21,861.70	$ 275.00	$ 19,250.00	$ 52.00	$ 3,640.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 280.00	$ 84,000.00	$ 295.00	$ 88,500.00	$ 287.59	$ 86,277.00	$ 295.00	$ 88,500.00	$ 234.00	$ 70,200.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 90.00	$ 2,160.00	$ 50.00	$ 1,200.00	$ 180.12	$ 4,322.88	$ 20.00	$ 480.00	$ 104.00	$ 2,496.00
570-1-2	Performance Turf (Sod)	SY	87	$ 12.00	$ 1,044.00	$ 20.00	$ 1,740.00	$ 21.22	$ 1,846.14	$ 7.00	$ 609.00	$ 14.50	$ 1,261.50
BID TOTAL					**$ 178,364.00**		**$ 190,175.00**		**$ 197,605.52**		**$ 167,988.00**		**$ 217,931.50**

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$18,000.00	$18,000.00
102-1	Maintenance of Traffic	LS	1	$12,000.00	$12,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$3,500.00	$3,500.00
110-1	Clearing and Grubbing	LS	1	$4,200.00	$4,200.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$8.25	$2,706.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 26.00	$ 9,282.00
425-1	Type P- Catch Basin	EA	1	$7,200.00	$7,200.00
425-2	Manholes (Type J-7T)	EA	1	$12,400.00	$12,400.00
425-4	Stormwater Baffle	EA	3	$1,550.00	$4,650.00
425-5	Core Drill Existing Inlet	EA	3	$1,600.00	$4,800.00
425-6	Adjusting Existing Utility Covers	LS	1	$1,500.00	$1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 62.00	$ 4,340.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$220.00	$66,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$90.00	$2,160.00
570-1-2	Performance Turf (Sod)	SY	87	$12.00	$1,044.00
				GRAND TOTAL	$153,782.00

Total Bid Amount..... $ 153,782.00
Total Bid Amount (in words): One Hundred Fifty-Three Thousand Seven Hundred Eighty-Two Dollars

Signature of Official: _____
Name: Rubel Siddique
Title: Vice-President
Company: BACO Engineering Contractor, Inc.
Date: 03/05/26

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 11,000.00	$ 11,000.00
102-1	Maintenance of Traffic	LS	1	$ 2,240.00	$ 2,240.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,150.00	$ 3,150.00
110-1	Clearing and Grubbing	LS	1	$ 14,100.00	$ 14,100.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 26.00	$ 8,528.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 16.00	$ 5,712.00
425-1	Type P- Catch Basin	EA	1	$ 4,500.00	$ 4,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 6,700.00	$ 6,700.00
425-4	Stormwater Baffle	EA	3	$ 620.00	$ 1,860.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,100.00	$ 6,300.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 2,100.00	$ 2,100.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 400.00	$ 28,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 353.00	$ 105,900.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 70.00	$ 1,680.00
570-1-2	Performance Turf (Sod)	SY	87	$ 34.00	$ 2,958.00
				GRAND TOTAL	$ 204,728.00

Total Bid Amount..... $ 204,728.00

Total Bid Amount (in words): Two hundred four thousand, seven hundred twenty-eight dollars and Zero cents.

Signature of Official: Monica Hernandez

Name: Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 2026

4.1:

BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 16,000.00	$ 16,000.00
102-1	Maintenance of Traffic	LS	1	$ 9,500.00	$ 9,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,250.00	$ 1,250.00
110-1	Clearing and Grubbing	LS	1	$ 9,500.00	$ 9,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 25.00	$ 8,200.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 45.00	$ 16,065.00
425-1	Type P- Catch Basin	EA	1	$ 6,150.00	$ 6,150.00
425-2	Manholes (Type J-7T)	EA	1	$ 7,400.00	$ 7,400.00
425-4	Stormwater Baffle	EA	3	$ 600.00	$ 1,800.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,250.00	$ 3,750.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 900.00	$ 900.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 125.00	$ 8,750.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 285.00	$ 85,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 55.00	$ 1,320.00
570-1-2	Performance Turf (Sod)	SY	87	$ 20.00	$ 1,340.00
				GRAND TOTAL	$ 177,425.00

Total Bid Amount..... $ 177,425.00

Total Bid Amount (in words): ONE HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS

Signature of Official: Michael Hahn

Name: Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 3/5/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 21,000.00	$ 21,000.00
102-1	Maintenance of Traffic	LS	1	$ 2,000.00	$ 2,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,661.00	$ 1,661.00
110-1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 28.00	$ 9,184.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 20.00	$ 7,140.00
425-1	Type P- Catch Basin	EA	1	$ 10,000.00	$ 10,000.00
425-2	Manholes (Type J-7T)	EA	1	$ 10,000.00	$ 10,000.00
425-4	Stormwater Baffle	EA	3	$ 475.00	$ 1,425.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,500.00	$ 4,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 200.00	$ 60,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 20.00	$ 480.00
570-1-2	Performance Turf (Sod)	SY	87	$ 30.00	$ 2,610.00
				GRAND TOTAL	$ 147,000.00

Total Bid Amount..... $ 147,000.00
Total Bid Amount (in words): One hundred and fourty seven thousand dollars and zero cents
Signature of Official: [signature]
Name: Garrett Hardie
Title: Vice President
Company: Hartec Group Inc.
Date: 3/5/26

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$24,000	$ 24,000.00
102-1	Maintenance of Traffic	LS	1	$14,500	$ 14,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$6,000	$ 6,000.00
110-1	Clearing and Grubbing	LS	1	$5,500	$ 5,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 9.00	$ 2,952.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 39.00	$ 13,923.00
425-1	Type P- Catch Basin	EA	1	$18,500	$ 18,500.00
425-2	Manholes (Type J-7T)	EA	1	$20,500	$ 20,500.00
425-4	Stormwater Baffle	EA	3	$ 1,900	$ 5,700.00
425-5	Core Drill Existing Inlet	EA	3	$ 700	$ 2,100.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 3,800	$ 3,800.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 170	$ 11,900.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 145	$ 43,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 60	$ 1,440.00
570-1-2	Performance Turf (Sod)	SY	87	$ 13	$ 1,131.00
				GRAND TOTAL	$185,446.00

Total Bid Amount..... $ 185,446.00
Total Bid Amount (in words): one hundred eighty five thousand four hundred and forty six dollars
Signature of Official: Chris Headley
Name: Christopher Headley
Title: VP
Company: Headley Construction Group
Date: 3/5/26

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,900.00	$ 1,900.00
110-1	Clearing and Grubbing	LS	1	$ 2,800.00	$ 2,800.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 5.00	$ 1,640.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 19.00	$ 6,783.00
425-1	Type P- Catch Basin	EA	1	$ 6,440.00	$ 6,440.00
425-2	Manholes (Type J-7T)	EA	1	$ 5,880.00	$ 5,880.00
425-4	Stormwater Baffle	EA	3	$ 550.00	$ 1,650.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,900.00	$ 8,700.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,650.00	$ 1,650.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 210.00	$ 14,700.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 400.00	$ 120,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 70.00	$ 1,680.00
570-1-2	Performance Turf (Sod)	SY	87	$ 90.00	$ 7,830.00
				GRAND TOTAL	$ 206,653.00

Total Bid Amount..... $ 206,653.00

Total Bid Amount (in words): Two Hundred Six Thousand Six Hundred Fifty-Three Dollars

Signature of Official: _____

Name: Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc.

Date: 03/05/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 5,000.00	$ 5,000.00
102-1	Maintenance of Traffic	LS	1	$ 5,000.00	$ 5,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 5,000.00	$ 5,000.00
110-1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 40.00	$ 13,120.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 70.00	$ 24,990.00
425-1	Type P- Catch Basin	EA	1	$ 7,000.00	$ 7,000.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,000.00	$ 8,000.00
425-4	Stormwater Baffle	EA	3	$ 1,200.00	$ 3,600.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,500.00	$ 4,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 250.00	$ 75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 250.00	$ 6,000.00
570-1-2	Performance Turf (Sod)	SY	87	$ 50.00	$ 4,350.00
				GRAND TOTAL	$ 178,560.00

Total Bid Amount..... $ 178,560.00
Total Bid Amount (in words): One Hundred Seventy-Eight Thousand Five Hundred Sixty and 00/100 Dollars
Signature of Official: _____
Name: Jorge Paz
Title: President
Company: Kailas Corp.
Date: 03/05/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
102-1	Maintenance of Traffic	LS	1	$ 3,000.00	$ 3,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 2,000.00	$ 2,000.00
110-1	Clearing and Grubbing	LS	1	$ 3,000.00	$ 3,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 7.00	$ 2,296.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 36.00	$ 12,852.00
425-1	Type P- Catch Basin	EA	1	$ 9,500.00	$ 9,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 9,500.00	$ 9,500.00
425-4	Stormwater Baffle	EA	3	$ 1,000.00	$ 3,000.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,000.00	$ 3,000.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 250.00	$ 75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 81.00	$ 1,944.00
570-1-2	Performance Turf (Sod)	SY	87	$ 27.00	$ 2,349.00
				GRAND TOTAL	$ 152,941.00

Total Bid Amount..... $ 152,941.00
Total Bid Amount (in words): One hundred fifty two thousand nine hundred forty one Dollars and 00 Cents
Signature of Official: _____, Pres
Name: Delio A. Trasobares
Title: President
Company: Mehp Express, Inc.
Date: 3/5/24

4.1:
BID FORM

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Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,500.00	$ 10,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,400.00	$ 1,400.00
110-1	Clearing and Grubbing	LS	1	$ 2,000.00	$ 2,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 15.00	$ 4,920.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 25.00	$ 8,925.00
425-1	Type P- Catch Basin	EA	1	$ 7,500.00	$ 7,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,500.00	$ 8,500.00
425-4	Stormwater Baffle	EA	3	$ 600.00	$ 1,800.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,000.00	$ 3,000.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,000.00	$ 1,000.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 260.00	$ 78,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 50.00	$ 1,200.00
570-1-2	Performance Turf (Sod)	SY	87	$ 20.00	$ 1,740.00
				GRAND TOTAL	$ 159,485.00

Total Bid Amount..... $ 159,485.00

Total Bid Amount (in words): One Hundred Fifty Nine Thousand Four Hundred Eighty Five Dollars and zero Cents.

Signature of Official:

Name: Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 03/05/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 2,500.00	$ 2,500.00
110-1	Clearing and Grubbing	LS	1	$ 2,500.00	$ 5,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 30.00	$ 9,840.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 40.00	$ 14,280.00
425-1	Type P- Catch Basin	EA	1	$ 6,500.00	$ 6,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 15,000.00	$ 15,000.00
425-4	Stormwater Baffle	EA	3	$ 1000.00	$ 3,000.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,300.00	$ 3,900.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 2,500.00	$ 2,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 250.00	$ $75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 100.00	$ 2,400.00
570-1-2	Performance Turf (Sod)	SY	87	$ 30.00	$ 2,610.00
				GRAND TOTAL	$ 177,030.00

Total Bid Amount..... $ 177,030.00
Total Bid Amount (in words): One Hundred Seventy Seven Thousand, Thirty Dollars and Zero Cents

Signature of Official: _____
Name: Jonathan J. Pimentel
Title: President
Company: Pimentel Construction Group, LLC
Date: 03/05/2026

4.1:

BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 20,000.00	$ 20,000.00
102-1	Maintenance of Traffic	LS	1	$ 13,000.00	$ 13,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 4,000.00	$ 4,000.00
110-1	Clearing and Grubbing	LS	1	$ 10,000.00	$ 10,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 10.00	$ 3,280.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 40.00	$ 14,280.00
425-1	Type P- Catch Basin	EA	1	$ 5,000.00	$ 5,000.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,000.00	$ 8,000.00
425-4	Stormwater Baffle	EA	3	$ 300.00	$ 900.00
425-5	Core Drill Existing Inlet	EA	3	$ 500.00	$ 1,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 700.00	$ 700.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 280.00	$ 84,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 90.00	$ 2,160.00
570-1-2	Performance Turf (Sod)	SY	87	$ 12.00	$ 1,044.00
				GRAND TOTAL	$ 178,364.00

Total Bid Amount..... $ 178,364.00

Total Bid Amount (in words): One Hundred Seventy Eight Thousand Three Hundred Sixty Four and 00/100 Dollars

Signature of Official: _____

Name: Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
102-1	Maintenance of Traffic	LS	1	$ 8,000.00	$ 8,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,000.00	$ 3,000.00
110-1	Clearing and Grubbing	LS	1	$ 4,000.00	$ 4,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 5.00	$ 1,640.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 35.00	$ 12,495.00
425-1	Type P- Catch Basin	EA	1	$ 8,500.00	$ 8,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,500.00	$ 8,500.00
425-4	Stormwater Baffle	EA	3	$ 2,500.00	$ 7,500.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,500.00	$ 7,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 3,000.00	$ 3,000.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 280.00	$ 19,600.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 295.00	$ 88,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 50.00	$ 1,200.00
570-1-2	Performance Turf (Sod)	SY	87	$ 20.00	$ 1,740.00
				GRAND TOTAL	$ 190,175.00

Total Bid Amount..... $ 190,175.00
Total Bid Amount (in words): one hundred ninety thousand one hundred seventy-five with zero cents

Signature of Official: Sandra Chacon
Name: Sandra Chacon
Title: President
Company: SC CONTRACTORS LLC
Date: 03-04-2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 14,000.00	$ 14,000.00
102-1	Maintenance of Traffic	LS	1	$ 5,000.00	$ 5,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 5,000.00	$ 5,000.00
110-1	Clearing and Grubbing	LS	1	$ 10,389.92	$ 10,389.92
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 27.44	$ 9,000.32
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 26.28	$ 9,381.96
425-1	Type P- Catch Basin	EA	1	$ 8,869.86	$ 8,869.86
425-2	Manholes (Type J-7T)	EA	1	$ 10,253.19	$ 10,253.19
425-4	Stormwater Baffle	EA	3	$ 576.00	$ 1,728.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,500.00	$ 4,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 5,174.55	$ 5,174.55
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 312.31	$ 21,861.70
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 287.59	$ 86,277.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 180.12	$ 4,322.88
570-1-2	Performance Turf (Sod)	SY	87	$ 21.22	$ 1,846.14
				GRAND TOTAL	$ 197,605.52

Total Bid Amount..... $ **197,605.52**
Total Bid Amount (in words): One hundred ninety seven thousand six hundred five and fifty two cents
Signature of Official: _____
Name: Guillermo Villanueva
Title: Vice President
Company: V&G Construction Solutions, Corp.
Date: 03/03/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 16,500.00	$ 16,500.00
102-1	Maintenance of Traffic	LS	1	$ 4,300.00	$ 4,300.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,300.00	$ 3,300.00
110-1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 8.00	$ 2,624.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 25.00	$ 8,925.00
425-1	Type P- Catch Basin	EA	1	$ 5,200.00	$ 5,200.00
425-2	Manholes (Type J-7T)	EA	1	$ 7,500.00	$ 7,500.00
425-4	Stormwater Baffle	EA	3	$ 600.00	$ 1,800.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,250.00	$ 3,750.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 250.00	$ 250.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 275.00	$ 19,250.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 295.00	$ 88,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 20.00	$ 480.00
570-1-2	Performance Turf (Sod)	SY	87	$ 7.00	$ 609.00
				GRAND TOTAL	$ 167,988.00

Total Bid Amount..... $ 167,988.00
Total Bid Amount (in words): One Hundred Sixty Seven Thousand Nine Hundred Eighty Eight Dollars and NO Cents (00/100)
Signature of Official: [signature]
Name: Felix Valdes
Title: Secretary
Company: V Engineering Corp.
Date: 3/5/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 75,000	$ 75,000
102-1	Maintenance of Traffic	LS	1	$ 10,000	$ 10,000
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 2,500	$ 2,500
110-1	Clearing and Grubbing	LS	1	$ 5,000	$ 5,000
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 20	$ 6,560
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 32	$ 11,424
425-1	Type P- Catch Basin	EA	1	$ 7,800	$ 7,800
425-2	Manholes (Type J-7T)	EA	1	$ 11,400	$ 11,400
425-4	Stormwater Baffle	EA	3	$ 350	$ 1,050
425-5	Core Drill Existing Inlet	EA	3	$ 2,800	$ 8,400
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,200	$ 1,200
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 52	$ 3,640
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 234	$ 70,200
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 104	$ 2,496
570-1-2	Performance Turf (Sod)	SY	87	$ 14.50	$ 1,261.50
				GRAND TOTAL	$ 217,931.50

Total Bid Amount..... $ 217,931.50

Total Bid Amount (in words): Two hundred seventeen thousand, nine hundred, thirty-one dollars 50/100

Signature of Official:

Name: Laura Neandross

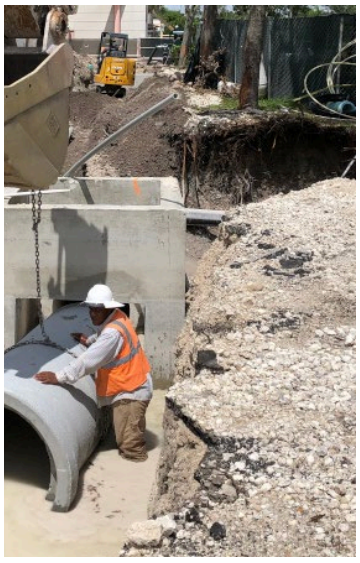
Title: President

Company: Wolf Creek Construction, LLC

Date: 3/4/2026

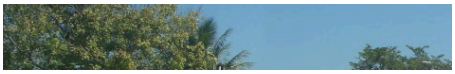
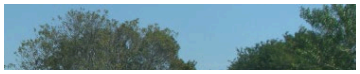
INVITATION TO BID

PAVING AND DRAINAGE IMPROVEMENTS PROJECT
(LOCALIZED DRAINAGE PROJECTS)
ITB NO: 2026-11-004








MARCH 5, 2026

BACO
ENGINEERING CONTRACTOR

TAB 1

Introduction Letter

BACO
ENGINEERING AND CONSTRUCTION

(954) 247-8044
(561) 537-0081
www.bacoengcon.com
info@bacoengcon.com

March 5, 2026

Village of Palmetto Bay
Attn: Village Clerk
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: **ITB No: ITB2026-11-004**
Paving and Drainage Improvements Project (Localized Drainage Projects)

Dear Village Clerk and Evaluation Committee,

BACO Engineering Contractor Inc. is pleased to submit our proposal for **ITB No. 2026-11-004 – Paving and Drainage Improvements Project (Localized Drainage Projects)** for the Village of Palmetto Bay. With extensive experience in municipal and private drainage construction, our team is well prepared to deliver safe, high-quality, and timely construction services.

BACO Engineering Contractor Inc. has been in business for **six (6) years**, supported by a team with **over 21 years of combined experience** in civil construction and stormwater infrastructure throughout South Florida. Our expertise includes drainage structure installation, exfiltration trench systems, storm drainage pipe installation (HDPE, RCP, PVC, and CMP), concrete work, and full restoration of asphalt, concrete, and landscaped areas.

Our company maintains a skilled workforce, experienced project management team, and a reliable fleet of construction equipment, allowing us to perform most work in-house while maintaining strong cost control and schedule efficiency. We strictly adhere to **OSHA regulations, the Florida Trench Safety Act, and applicable municipal and FDOT standards**, ensuring safe operations and full compliance with project plans and specifications.

BACO Engineering Contractor Inc. is committed to delivering high-quality infrastructure improvements while maintaining close coordination with the Village and its Engineer to ensure the project is completed efficiently, safely, and with minimal disruption to the surrounding community.

Core Capabilities for Drainage Projects

1. Drainage Structure Installation

- Installation of catch basins, manholes, junction boxes, and custom concrete structures
- Proper elevation setting and integration with existing and proposed stormwater systems
- Concrete forming, reinforcement, and finishing in accordance with project specification

2. Exfiltration Trench Construction

- Excavation, bedding, perforated pipe installation, and filter fabric placement
- Installation of cleanouts, observation wells, and system connections
- Proper compaction and long-term structural stability

3. Storm Drainpipe Installation

- Installation of HDPE, RCP, PVC, and CMP pipes of various diameters
- Trenching, joint sealing, compaction, and installation in accordance with project specifications
- Utility coordination and accurate flow line elevations

4. Concrete Aprons and Ancillary Concrete Work

- Construction of aprons, collars, slabs, headwalls, and other structural concrete components
- Compliance with FDOT and municipal standards for load-bearing and hydraulic performance

5. Surface Restoration

- Concrete sidewalk, curb, gutter, and driveway reconstruction
- Asphalt milling, patching, and resurfacing
- Turf and sod reinstatement, grading, and final site restoration

---

Project Management, Safety, and Quality Control

Project Management

Dedicated supervisors and project managers ensure proper scheduling, inspections, and coordination with the Village, Engineer of Record, and other stakeholders.

Safety Compliance

Full compliance with OSHA regulations and the Florida Trench Safety Act, including trench protection systems and competent-person oversight.

Quality Assurance

Continuous inspection of materials, workmanship, and compliance with approved plans, specifications, and construction standards.

Equipment & Resources

BACO Engineering Contractor Inc. maintains a full fleet of construction equipment including excavators, loaders, compactors, trench shoring systems, and dewatering equipment. Our ability to self-perform most aspects of the work allows us to maintain strong cost control and schedule efficiency.

We appreciate the opportunity to submit our proposal and look forward to supporting the Village of Palmetto Bay in improving its drainage and roadway infrastructure.

Sincerely,

Julio Corena, President
BACO Engineering Contractor, Inc
Phone: 561-537-0081
E-mail: Jcorena@bacoengcon.com

TAB 2

Lead Team Information

PROJECT MANAGEMENT AND ORGANIZATIONAL APPROACH

The Village of Palmetto Bay faces significant challenges related to its aging drainage infrastructure, which was installed decades ago and is increasingly unable to meet the demands of modern urban development and climate conditions. Many existing pipes, culverts, inlets, and catch basins are deteriorating due to corrosion, cracking, or structural failure, resulting in reduced hydraulic capacity and frequent maintenance needs.

The current system was designed for historical rainfall patterns and smaller populations. With increased development and heavier rainfall events, the drainage network experiences frequent street flooding, localized ponding, and property damage. Sediment, debris, and vegetation accumulation further reduce flow efficiency, creating additional flood risks and operational challenges.

In addition to structural and capacity limitations, the aging system contributes to environmental concerns. Untreated stormwater runoff can discharge directly into local waterways, impacting water quality and surrounding ecosystems. Many components of the system also do not meet current regulatory standards for stormwater management, necessitating upgrades to achieve compliance.

Upgrading Lauderdale Lakes' drainage system is critical to improving **flood control, public safety, environmental protection, and compliance with modern engineering standards**. A comprehensive improvement program will enhance system reliability, reduce maintenance costs, and ensure the city is prepared to handle current and future stormwater demands efficiently and sustainably.

1. Project Management Philosophy

The key to project success lies in a well-organized management plan. BACO's approach emphasizes clear, concise, and continuous communication to provide efficient project management, minimize city staff oversight, and deliver projects with the highest level of quality. We work closely with City Project Managers (PMs) to keep them informed of all relevant issues from project execution.

A Project Work Plan will define the scope, schedule, budget, and expectations and identify the team resources necessary for timely delivery of contract documents.

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2. Team Organization and Key Personnel

BACO's project team integrates multi-discipline expertise, ensuring seamless coordination from design through construction. BACO's team is designed with redundancy and cross-coverage, ensuring multiple concurrent tasks can be executed without disruption.

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3. Project Execution Methodology

- *Project Scheduling & Coordination:* Critical issues are identified early during site visits and scoping, with deliverables and schedules coordinated with City and other agencies.
- *Construction Cost Estimates:* Accurate cost projections developed at every phase to verify or adjust the City's budget.
- *Quality Assurance / Quality Control:* Independent QA/QC reviews ensure deliverables meet high standards. Approximately 80% of BACO's services are for repeat clients, reflecting our consistent quality.
- *Safety:* Safety is BACO's top corporate value. All employees are accountable, and a proactive safety culture is enforced at every project site. Employees are OSHA-certified and adhere to a zero-accident philosophy.

- *COVID-19 Protocols:* A COVID-19 Leadership Advisory Team monitors guidance from CDC, WHO, and local authorities. Procedures are in place to protect employees, subcontractors, and clients in both office and field environments.

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4. Contractor Approach to Management

- *Centralized Communication:* Ensures consistency in decision-making and client updates.
- *Customer Satisfaction:* Regular updates and stakeholder meetings maintain transparency and address concerns promptly.
- *Complaint Resolution:* Issues are escalated immediately with documented corrective actions.
- *Employee Performance & Training:* Continuous monitoring, milestone tracking, and technical and safety training ensure efficiency and quality.
- *Contingency Planning:* Alternative strategies are developed to address field delays, client scope changes, or other unforeseen challenges.

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5. Pre-Construction and Construction Phase Services

BACO provides comprehensive services including:

- *Pre-construction support:* scheduling, estimating, constructability reviews, and value engineering.
- *Coordination of pre-construction meetings:* discussions on schedule, phasing, utility conflicts, staging areas, and traffic management.
- *Final construction observation:* ensures punch list items are completed satisfactorily in coordination with the City.

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6. Commitment to Clients

BACO acts as an extension of the owner's staff, providing leadership, coordination, and proactive planning to ensure:

- Improved schedule performance
- Minimized cost overruns
- Successful project delivery on time and within budget

Our integrated team approach, combined with experience in heavy civil, utilities, transportation, industrial, and commercial projects, ensures that BACO delivers quality results while minimizing client risk.

PROJECT TEAM

A well-structured construction team ensures the drainage project is executed efficiently, safely, and on schedule. The team combines management, engineering, field supervision, and skilled labor to deliver high-quality results.

Mr. Julio Corena, CGC, will serve as **Project Manager** for this assignment. Julio Corena is an experienced Construction Project Manager with over **21+ years' experience** specializing in drainage and civil infrastructure projects, including stormwater systems, underground utilities, roadways, and site development. He manages projects from pre-construction planning through final closeout, coordinating multidisciplinary teams to ensure timely, on-budget delivery in compliance with all regulatory standards. Julio's expertise includes project scheduling, resource allocation, budget management, subcontractor coordination, quality assurance, and safety compliance. He has successfully led multi-phase and large-scale projects, addressing challenges such as utility conflicts, unforeseen site conditions, and weather-related delays, consistently delivering high-quality results and maintaining client satisfaction.

Key Responsibilities:

- **Oversee all aspects** of the drainage construction project from start to finish, ensuring timely and on-budget completion.
- **Develop, maintain, and manage** the project schedule, coordinating activities among subcontractors, crews, and engineers.
- **Monitor project costs and manage budgets**, including reviewing and approving change orders.
- Serve as the **main point of contact** for the client, engineers, subcontractors, and field personnel.
- Identify and resolve field issues, obstacles, or unforeseen challenges promptly.
- Manage project documentation, including reports, approvals, and final closeout items such as punch lists and as-built drawings.

Mr. Rubel Siddique, P.E., will serve as **QA/QC and Safety Manager** for this assignment. He has over **21 years of progressive experience** in civil engineering design and project management, specializing in water, sewer, drainage, site development, and roadway infrastructure. Mr. Siddique has successfully managed and delivered numerous municipal and private-sector projects across South Florida, from concept through construction.

His expertise includes utility network design, stormwater management, grading and drainage systems, roadway geometry and pavement design, and construction engineering and inspection (CEI). He is highly proficient in preparing plans, specifications, and cost estimates (PS&E), and securing permits in compliance with FDOT, FDEP, and local government standards.

As Project Manager, Mr. Siddique leads multidisciplinary teams, coordinates with agencies and stakeholders, and ensures that all projects are delivered on time, within budget, and to the highest quality standards. His technical expertise and proactive leadership ensure efficient, cost-effective, and sustainable infrastructure solutions.

Key Responsibilities:

- Conducts inspections of materials, equipment, and workmanship to verify compliance with design specifications, codes, and project standards.
- Enforce safety protocols and ensure compliance with OSHA and local regulations.
- Oversee quality control and inspections to ensure work meets design specifications and regulatory requirements.
- Implements QA/QC procedures onsite, supervises crews to maintain quality standards, and reports non-conformance issues promptly.

- Inspect and verify materials and equipment before use.
- Monitor installation of drainage pipes, inlets, catch basins, and structures for compliance with design and specifications.
- Conduct regular field audits and testing (e.g., compaction tests, pipe deflection, flow tests).
- Implement corrective actions immediately when non-conformance is identified.
- Monitor excavation, trenching, and heavy equipment operations to prevent accidents.
- Ensure traffic control, barricades, and signage are properly implemented.
- Implement emergency response procedures for injuries or hazardous situations.

Mr. Yordanes Mejies, will serve as **Superintendent** for this assignment. He has over **15 years of progressive experience** with a proven track record overseeing drainage, utilities, roadway, and heavy civil projects. Skilled in managing day-to-day on-site operations, supervising crews and subcontractors, and coordinating with project managers and engineers to ensure projects are completed safely, on time, and within budget. Adept at enforcing safety protocols, implementing quality control measures, resolving field issues, and maintaining detailed documentation of project progress. Demonstrated ability to manage multiple tasks simultaneously, communicate effectively with clients and stakeholders, and oversee final project closeout, including punch lists and as-built documentation.

Key Responsibilities:

- Supervise all on-site construction activities, including excavation, pipe installation, catch basins, inlets, grading, and backfilling.
- Manage and coordinate labor crews, subcontractors, and equipment to ensure work is performed efficiently and according to schedule.
- Enforce safety protocols in compliance with OSHA and site-specific safety requirements; conduct daily safety briefings and toolbox talks.
- Monitor workmanship and materials to ensure construction meets design specifications, quality standards, and regulatory requirements.
- Collaborate with the Project Manager and engineers to maintain project schedules and adjust resources as needed to mitigate delays.
- Identify and resolve field issues, including utility conflicts, unforeseen site conditions, and material or equipment delays.
- Maintain daily reports, work logs, inspection records, and documentation of project progress for management and client review.
- Serve as the primary on-site point of contact for clients, engineers, inspectors, and other stakeholders.
- Oversee final project closeout, including punch list completion, site cleanup, and preparation of as-built drawings.
- Ensure compliance with environmental and stormwater regulations during all phases of construction.

RESUMES AND LICENSES

Please see attached.

JULIO A. CORENA

Construction Executive Professional (20+ Years Professional Experience)

Cell: 561.537.0081 - E-mail: jcorena@bacoengcon.com - LinkedIn URL: www.linkedin.com/in/juliocorena

EDUCATION

- (BS) Bachelor of Science in Civil Engineering, University of Valle-Cali-Colombia, South America
- Credited BS in U.S.A.

PROFESSIONAL CERTIFICATIONS

- Certified FL General Contractor CGC License No. 1528417
- Project Management Certification
- FDOT DBE
- BROWARD/PALM BEACH SBE
- Project Management

PROFESSIONAL TRAINING

- 30 Hours OSHA
- Advanced MOT Certification
- CPR/AED
- Certified Scuba Diver
- Member ASCE
- Member ECA
- Member FTBA
- Power Plant Safety Policy and Bio-Hazards

KEY EXPERIENCE

- Construction Administration
- CPM Scheduling
- Asset Management
- Contract Negotiation
- Strategic Planning
- Estimating and Bids
- Value Engineering
- Quality Assurance
- Business Development
- Clients Relationship
- Procurement
- Leadership

WORK HISTORY

- BACO Engineering Contractor, Inc.
- Southern Underground Industries
- Ferreira Construction
- Intercounty Engineering, Inc.
- Wharton Smith, Inc.
- TLC Diversified, Inc.
- Hole Montes Engineers
- PQH Architects and Engineers
- C Vargas and Associates

SUMMMARY OF EXPERIENCE

Over twenty (20) years of professional experience in Civil Engineering and leading all functions of Heavy Civil Construction and Project Management including Contract Administration, Accounting, Planning, Design, Processing, Specs Review, Field Supervision and Operations, Managing Staff, mentoring young Professionals, Supervising sub-contractors, Budgeting, Scheduling, Progress Reporting and Timely Completion of Projects.

Areas of expertise:

- Manage contracts and completion of several municipal, commercial and private construction projects from a variety of scopes of more than $10M in value.
- Monitoring the progress of contracts administration including design-build projects.
- Receive and analyze bids after award for turnover to management team.
- Execution of construction including supervision of subcontractors, and awarding sub's subcontracts and major purchase orders with vendors and suppliers.
- Work with Senior VP, operations manager, field and office core personnel to establish planning for job Execution and Logistics.
- Evaluate and maintain cost control and forecasting from beginning and thru the duration of project.
- Coordinates requirements of governing authorities for permits, inspections and final approval of the project with A/E.
- Maintain submittal control, including scheduling, receiving, reviewing, approving and expediting submittals from suppliers and subcontractors to comply with progress of CPM schedule.
- Manages client relations and participate with the development of new business for the company.
- Control invoicing from subcontractors and vendors, including review and approval of schedules of values, pay requisitions and verify compliance of subs with proper insurance coverage.
- Review and monitors QC/QA and safety.
- Supervise and assists in the development of office personnel through mentoring and on-the-job training.
- Effectively manages project close-out tasks and warranty work.

COMPUTER SKILLS

- Office Microsoft (Excel, Word, PowerPoint, Outlook)
- Primavera P6, Office Project (Construction Scheduling Software)
- Procore Technologies (Construction Project Management Software)
- HCSS/Heavy Job (Construction and Estimating Software)
- Textura Oracle (Construction Payment Software)
- Bluebeam (Estimating Construction Software)
- PlanSwift (Takeoff and Estimating)
- Autodesk AutoCAD
- Primavera Contract Management (Construction Management)
- ICPR (Stormwater Design Software)
- Google Drive/Office Suite, QuickBooks (Accounting)

MOST RELEVANT PROJECTS EXPERIENCE IN CONSTRUCTION AND ENGINEERING DURING THE PAST 10 YEARS

- Shelborne Hotel – Miami Beach FL- Civil Sitework and Underground Drainage and Utilities - $923,666.12
- Meridian Avenue - Miami Beach FL - Sofi Best Hotel Renovations -Civil Site Work and Underground Drainage and Utilities – Total Construction Value: $474,318.86
- Pine Tree – Miami Beach FL - Civil Sitework and Underground Drainage and Utilities - $420,050.59
- Nobe Development – Miami Beach FL - Civil Site Work and Underground Drainage and Utilities - $342,922.10
- Sugar Cane FCM Manufacturing Plant – Bartow Florida - Civil Site Work (Concrete Pavement work approx. 109,000 SF, 8" thick reinforced for a plan manufacturing facility) – Total Value $883,297.23
- Disney Celebration Parking Lot – Celebration FL – Sitework Construction - Concrete work: sidewalks and curbs - $119,035.00.
- Advent Medical Center – Clermont FL - Sitework Construction - Concrete work: sidewalks and curbs - $15,910.00
- Yellow Fever Creek Preserve Park - Cape Coral FL - Civil Sitework and Underground Drainage and Utilities - $1.8M
- P.S.016 New Redundant Force Main 36"-Pinellas County FL - Installation of 10,400 LF of 36" C-900 PVC Pipe, 3,400 LF of 42" HDPE pipe including a new meter station and site work restoration for asphalt, concrete sidewalks, curbing, driveways, installation of new drainage structures, piping valves and appurtenances - $15.2M
- Turkey Point Wells Recovery System - Installation of 38,500 LF of 28" HDPE and 9,100 LF of 14" HDPE piping system including 200 LF of 30" DIP pipe and overhead metal bridge, nine (9) Recovery Well Systems connected to 28" header pipe with approx. depth from 70-95 feet. FPL-Turkey Point Nuclear Facility in Homestead FL - $17.0 M
- Oil Water Separator (OWS) System including a 40'x 30'x15.5' underground tank and OWS system with soldier piles - $2.2 M - FPL-Turkey Point Nuclear Facility in Homestead FL.
- Bay 11 Switchyard Expansion – Including construction of 535 feet of sheet piping with concrete cap, dead men anchoring, rock grading, drainage system, security rolling gate and access. $2.1 M - FPL-Turkey Point Nuclear Facility in Homestead FL.
- Aventura Hospital – Site work and underground facilities - $2M
- T-Mobile Warehouse – Site work, underground utilities and paving-City of Sunrise FL- $1.5M
- Design, Project Engineering and CEI Services for Nokomis Water Main System in Sarasota County FL - Utilities and Environmental Services. Approx. 8,000 feet of 8" and 12" pressure line system - $7.2 M approx. construction cost.
- Town of Jupiter Water Treatment Plant Supplemental Blend Box - $1.4 M.
- City of Sunrise Spring tree Wells - $1.3 M.
- City of Opa-Locka Florida – Cairo Lane and NW 127th Street improvements $5.1 M.
- Headworks Bypass Palm Beach County Water Utilities-South Region Water Reclamation Facility- $1.9 M.
- South Florida Water Management District (SFWMD), S-140 Pump Station Refurbishment - $4.7 M.
- Midway Pump Station-Miami Dade County Public Works. 2 MGD Stormwater Pump Station $4.5 M.
- Surfside Pump Stations, Town of Surfside Fl. Stormwater Pump Stations and Sanitary Rehab. $2.0 M
- Wallis Road Drainage Improvements, Palm Beach County Public Works - $750K.
- Indiantown Master Lift Station Rehabilitation. Loxahatchee River District (LRD) - $200K.
- Lantana Drainage Improvements. Town of Lantana Fl. - $740K
- Imperial Point Water Main. City of Fort Lauderdale - $1.5 M
- Key Largo Wastewater Treatment District (KLWWTD). Construction of 1 MG Biosolids Digester Tank for plant expansion. Key Largo FL.-$4.1 M
- Martin County Utilities (MCU). Tropical Farms WWTP Sulfuric Acid Tank Replacement. Martin County Fl. A 13,000-GAL tank replacement with two new HDPE tanks (5,000 GAL each) including new chemical piping system and containment area coatings. - $350K
- Martin County Utilities (MCU). Martin Downs Treatment Facility. Martin County FL. Reclaim Meter Station. Construction of new reclaim water pond facility for water storage including HDPE liner Installation, a new meter station, control structure, 24" underground piping, stilling well and level controls, and littoral planting. - $480K
- Village of Palm Springs Pratt Water Treatment Plant. Palm Springs FL. Rehabilitation of four (4) filter media for water treatment process including demolition of exiting filter system, re-coating of existing concrete filter structures, installation of new filter media, piping, blowers and electrical controls for plant Motor Control Center (MCC). - $450K

- Orange County Utilities-Master Lift Station Rehab #3151 Dr. Phillips. Orlando FL.- $3.5 M
- Martin County Annual Contract. (Several projects inside Tropical Farms WWTP). Martin County Fl. 1MG Reclaimed Storage Tank, Generator Sound Enclosure, Caustic Soda Tank Replacement. - $2.5 M
- Village of Tequesta WTP. Chemical Storage Tanks Replacement. Tequesta Fl. - $178K
- Seacoast Utility Authority (SUA). High Service Pump station#7 Rehabilitation. Palm Beach County Fl. - $357K
- Town of Palm Beach. Emergency Sewer Ocean Outfall. Palm Beach FL.- $100K
- Village of Tequesta WTP. Water System Renovation. Village of Tequesta Fl. - $500K
- City of Naples Stormwater Pump Station Improvements. - $3.5 M
- City of Naples Thickener Rehabilitation. - $283K
- Nokomis Water Mains. Sarasota County Utilities and Environmental Services. $7.2M
- Port of the Islands Wastewater Treatment Plan Upgrade. Port of the Islands-Collier County. - $3.5M
- Carrel Winkler Utilities Replacement and Stormwater Drainage Improvements. City of Fort Myers Fl. - $10.5 Million Construction Cost.
- Lee County Port Authority - South West Florida International Airport (RSW) Midfield Terminal Complex. Construction as-built documents. Fort Myers Fl.

PROFESSIONAL AND PERSONAL REFERENCES

Personal and Professional:

- **Gustavo A. Alvarez** (Cell: 561.676.7823) - Friend and Colleague from College
  MS, PE, SI (limited), Principal Engineer at AB Plus Engineering & Restoration
  1855 Indian Road, Suite #203, WPB, FL
  E-mail: galvarez@abpluseng.com
  Mobile:561-676-7823
  Office:561-418-7704
  www.abpluseng.com

- **Rubel Siddique** (Cell: 561.6951.3864) - Friend and Business Partner
  VP/Principal and Florida PE, Professional Engineer at BACO Engineering Contractor, Inc.
  6801 Lake Worth Rd, Suite #331, Greenacres, FL 33467
  Office: 954.247.8044
  E-mail: Rsiddique@bacoengcon.com
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- **Danny Garcia** - Friend and Ex-Supervisor
  Vice President at Ferreira Construction
  P 305.805.6900 // D 786.292.2362 // M 305.797.3562
  6101 NW 74th Ave, Doral Miami, FL 33166
  E-mail: DGarcia@ferreiraconstruction.com
  FerreiraConstruction.com

- **Dalas Lamberson** -Ex-Supervisor
  President TLC Diversified, Inc.
  2719 17TH Street East, Palmetto FL
  Ph: 941.722.0621

- **Alvaro Cortez -**Friend and Ex-Coworker at Southern Underground
  Senior Project Manager at City of Dania Beach FL
  Cell: 954.391.3171

- **Luis Cordova** - Friend and Ex-Supervisor at Intercounty Engineering, Inc.
  Senior Project Manager at Intercounty Engineering-Pompano Beach FL
  Cell: 954.325.7948

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RUBEL SIDDIQUE, PE

Vice President/Director of Engineering/Business Development Manager

EDUCATION

- Master of Engineering in Civil Engineering, University of Texas at Arlington, TX, 2004
- Master of Science in Computer Science, Texas A&M University, TX, 2002
- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Florida PE
  License No. 67239
- Texas PE
  License No. 98510
- Qualified Stormwater Management Inspector
  Inspector No. 29215

PROFESSIONAL TRAINING

- FDOT Specification Preparation
- Construction of Portland Cement and Pervious Pavement & Concrete Parking Lot
- Design of Concrete Pavements
- ICPR Software Training
- Professional Liability Training

KEY EXPERIENCE

- Site Development
- Water Distribution System Design
- Sewer Collection System Design
- Stormwater Management System Design
- Roadway Design
- Structural Design

WORK HISTORY

- SSN Engineering, LLC
- ADA Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- East Bay Group, LLC

SUMMARY OF EXPERIENCE

Mr. Siddique has over eighteen (18) years of increasingly responsible professional experience in civil engineering related to roadway and drainage design, water supply, water distribution, wastewater collection, stormwater management, project management, and Construction Inspection. Expertise ranges from initial project planning and development to construction management. Experienced in serving a diverse group of clients, including private developers, cities, counties, municipalities, drainage districts, and Florida Department of Transportation. Duties and responsibilities include project management, development of innovative project specific design solutions, leading design team, building coalitions, proactively communication with the cities, counties, state regulatory agencies, environmental groups, and other entities to solve and evaluate input for implementation. Manages and maintains a continuous liaison with functional areas regarding project status, challenges, and needs. Promotes quality performance and establishes guidelines to measure performance.

Mr. Siddique exercised technical and functional supervision, prepares necessary correspondence, daily inspection report, and punch lists. Monitors the status of projects for compliance with construction and engineering standards; recommends corrective actions as needed. As a Principal Engineer maintain municipal client liaisons, schedules to meet client requirements and project goals, and enthusiastically leading the design team members to provide innovative design solutions and construction plans preparations, and also monitoring and assuring the Quality Control processes to ensure the top-quality deliverables.

PROJECT EXPERIENCES

CAIRO LANE AND NW 127TH STREET IMRPOVEMENT, OPA-LOCKA, FL: This is over a Five Million dollars ($5,000,000) design build project for approximately one (1) mile roadway. The scope includes reconstruction of Cairo Lane and NW 127th Street, Drainage System Installation, Water Distribution System, and Sewer Distribution System. The scope for water and sewer includes **1700 LF of 12" Water Main** along NW 127th Street, Low pressure sewer force main system. Analyzed the existing site condition and recommended Concrete pavement for poor sub-surface condition. As the lead Design Engineer and Engineer of Record, prepared the contract documents including roadway plans, typical section, signing and pavement marking plans, construction details, maintenance of traffic plans, permits, drainage design, utility coordination, final quantities and estimates, final plan submission reviews, and supervision of drafting personnel. Project also included intersection improvement at cross streets, shoulder and sidewalk enhancements and proposed/replaced new signs as per the 3R safety report.

MIAMI ART MUSEUM, MIAMI, FLORIDA: As a lead design engineer of this multi-million-dollar project, attended design coordination meeting, permitting agency (City of Miami, DERM and FDOT) meetings. Designed and guided assigned workload to the design team for the construction documents preparation and permitting agencies submittals. Worked as a design lead for the Water Distribution System, Sewer Collection System, Stormwater Management System. The project consists of about **1500 LF of 12" DIP Water Main** that provides water services for both Miami Art Museum and Miami Science Museum. Attended weekly design team meetings, meetings with City of Miami, Miami-Dade Water Sewer Department for design co-ordination. Worked closely with the design architect and landscape architect to layout the site elements around the proposed Miami Art Museum Building. Worked with the team to implement the gravel pavement with the concept of green parking technique and to recharge the ground water directly beneath pavement was used

to store runoff from parking garage. A network of perforated pipes was designed within the porous pavement to collect stormwater and to direct into exfiltration trenches.

REHABILITATION OF THE CITY OF OPA-LOCKA SEWER PUMP STATION 10: As the Engineer of Record, estimated the current sewer demand based on the current land use. Analyzed the entire sewer system network associated with the pump station no. 10 using the **SewerCAD** software to identify if the sewer systems downstream the proposed pump station no. 10 have adequate capacity to handle the new demand. Prepared construction plans obtained construction permits. Based on DERM NAPOT report, Pump Station 10 runtime is more than 12 hours per day, which is more than 10 hours per day and the station is in moratorium. The pumps were selected to meet DERM and EPA criteria to release the station from moratorium. This project also includes a design of **2000 LF of 8" C-900 PVC Force Main** along Perviz Ave. Attended meetings at the City of Opa-locka, DERM, and local jurisdictions during design and construction phase. Prepared preliminary opinion of probable costs (OPC) and prepared bid plans set.

REHABILITATION OF THE CITY OF OPA-LOCKA SEWER PUMP STATION 5: As the Engineer of Record, designed gravity sewer system with sewer lift station to meet the current demand. Analyzed the entire sewer system network associated with the pump station no. 5 using the **SewerCAD** software to identify if the sewer systems downstream the proposed pump station no. 5 have adequate capacity to handle the new flow. Attended meetings at the City of Opa-locka, DERM, and local jurisdictions during design and construction phase. Prepared preliminary opinion of probable costs (OPC) and prepared bid plans set.

BOYNTON TOWN CENTER/BOYNTON VILLAGE, PALM BEACH COUNTY, FLORIDA: Estimated Wastewater demand and designed sewer collection system and sanitary sewer lift station for about 106 acres of retail complex that includes Best Buy, Target etc. **Designed 12" DIP water distribution system and 8" PVC wastewater collection system.** Reviewed and checked plans related to the water supply, water distribution, and wastewater collection structures and facilities. Analyzed the proposed drainage system by ADICPR and prepared the drainage/modeling reports and computations as required by SFWMD and LWDD. Prepared site geometry, marking and striping plans.

BISCAYNE GARDENS ELEMENTARY SCHOOL, MIAMI, FLORIDA: As the Engineer of Record, estimated the current sewer demand and analyzed the existing septic tank sewer systems. Designed gravity sewer system with sewer lift station to meet the current demand. Attended meetings at the Miami-Dade County Public Schools (MDCPS), DERM, and local jurisdictions during design and construction phase. Prepared preliminary opinion of probable costs (OPC) and prepared bid plans set.

WESTLAB ELEMENTARY SCHOOL, MIAMI, FLORIDA: As the Lead Design Engineer and Engineer of Record, estimated the current sewer demand and designed gravity sewer system with sewer lift station to meet the current demand. Attended meetings at the Miami-Dade County Public Schools (MDCPS), DERM, and local jurisdictions during design and construction phase. Prepared preliminary opinion of probable costs (OPC) and prepared bid plans set.

MIAMI SCIENCE MUSEUM, MIAMI, FLORIDA: As the lead design engineer, providing layout for the preliminary site infrastructures including the storm water management system, water distribution system, wastewater collection system, identifying potential utility conflicts and providing recommendations to resolving or mitigating these conflicts. Designed and guided assigned workload to the design team for the construction documents preparation and permitting agencies submittals. Performed storm water modeling using ICPR and prepared storm water plans and details. Designed the saltwater intake gravity pipes for the proposed aquarium that will use the natural saltwater from Biscayne Bay.

TRAFFIC ENGINEERING PLAN REVIEW, EDP-MT-PW-20170287, MIAMI-DADE DTPW, FL: Plans Reviewer- worked as the extension of staff for the Miami-Dade DTPW to review the MOT Plans for FP&L, AT&T, T-Mobile, Verizon, and other Public and Private clients. Reviewed plans for road closures for both open cut and directional bore method of construction. Plans were reviewed to satisfy the criteria such as temporary safety devices requirements provisions; location of the proposed traffic control signs; channelizing devices; detour plans; work zone clear distance; bicycle and pedestrian accommodations; lane closure analysis and lane closure restrictions.

TURNPIKE MAINLINE WIDENING FROM LAKE WORTH TO OKEECHOBEE BOULEVARD, FL: Project Engineer for design of 6-mile-long corridor. Also completed an associated PD&E study for a 22-mile section of the Turnpike (from Lake Worth to Jupiter) that included this design section. Responsibilities included roadway plan productions and quantity take off.

German Perilla

Project Manager-Construction Superintendent-QC and Inspector

EDUCATION

- Architecture (BS), Javeriana University Bogota, Colombia

PROFESSIONAL CERTIFICATIONS

- Stormwater management inspector
- Project Management Certification PMI
- OSHA
- Steel and Erection Safety Standards
- Modern Blasting Technology
- Risk management

PROFESSIONAL TRAINING

- 30 Hours OSHA
- PMI
- CPR/AED
- Steel Erection
- Stormwater Management Inspections

KEY EXPERIENCE

- Construction Management and Field Inspections
- Contracts Negotiation
- Strategic Planning
- Estimating and Bids
- Quality Assurance and Control
- Clients Relationship
- Procurement
- Leadership

WORK HISTORY

- BACO Engineering Contractor
- Wechsler Construction
- Tierra South Florida, Inc.
- SFWMD
- Engle Homes, FL USA
- Centex Homes, FL USA
- Burns & McDonnell, FL USA
- JDH & Associates, Colombia
- JST, Barcelona Spain
- Interplan, Colombia-Ecuador

SUMMARY OF EXPERIENCE

Over 25+ years of experience managing commercial and technical organizations performing residential, engineering, and commercial. Proven track record in successful sales and project management. Managed overall performance of overseas projects with international suppliers and local personnel. Computer skills with proficiency with MS products, scheduling, and drafting tools. International experience in Latin America and Europe in a highly competitive environment, along with multi-lingual (English, Spanish) capabilities and presentation skills, a proven record of a successful construction management career. Projects value from 5 to 120 Million dollars.

- Monitoring, enforcing compliance of construction drawings, specifications, scheduling, manage subcontractors, manage city and private inspectors, quality control, subcontractors' meetings, safety meetings, RFI'S, change orders. Tunnel system, PT cables and traditional structural construction.
- Project Management
- Work with Senior VP, operations manager, field, and office core personnel to establish planning for job Execution and Logistics.
- Evaluate and maintain cost control and forecasting from beginning and thru the duration of project.
- Coordinates requirements of governing authorities for permits, inspections, and final approval of the project with A/E.
- Maintain submittal control, including scheduling, receiving, reviewing, approving, and expediting submittals from suppliers and subcontractors to comply with progress of CPM schedule.
- Manages client relations and participate with the development of new business for the company.
- Control invoicing from subcontractors and vendors, including review and approval of schedules of values, pay requisitions and verify compliance of subs with proper insurance coverage.
- Review and monitors QC/QA and safety.
- Supervise and assists in the development of office personnel through mentoring and on-the-job training.

PROJECT EXPERIENCES

- **South Florida Water Management District. & Brown & Caldwell West Palm Beach. FL, Multiple projects**: Levees, roads,12 story concrete buildings for pump stations, submarine bridge piles restorations, new concrete bridges, triple, double and singles box culverts & culvert pipes, reservoirs, boat ramps, helicopter pads. Bridges with concrete piles, precast slabs deck sections & cast in place, concrete barriers, approach slabs, sheet piling walls and solar lights systems. Structures with associated mechanical control gates, control rooms, underground fuel tanks, Projects USD$65 Million.
- **Wechsler Construction. Coral Gables. FL. USA**. – Project Manager – "850 LEJEUNE": 4 six story residential buildings with 230 units.1.2.3 Bedrooms. Ground Pool. 2 five story office buildings.8 story parking garage building with 780 places. Total: 1'000.000 sf.

- **Related Group. Miami. FL. - "MARTINE FINE:** "8 story building with 104 units 1& 2 bedrooms. 50% units for handicap. Parking & recreational areas.
- **Millcreek Residential. Boca Raton. FL. USA**: Superintendent – "RIVER SIDE"
  1 eight story and 2 five story residential buildings with 300 units 1.2.3 Bedrooms. Roof pool.
- **Tierra South Florida Inc. West Palm Beach. FL, USA:** Quality Control Manager / Inspector
  Multiple projects: 20 story building with 90 units. 4 buildings 8 story with 250 units.8 story parking garage building. 5 buildings 8 story with 253 units.
- **Engle Homes. Pompano Beach. FL, USA**: Construction Manager – "ISLES AT DORAL" 14 four story buildings with 80 town homes, parks, paver roads, club house. Pool. Area; 75,928 ft2. 360 two story town homes, club house, pools. Areas: 1,800 to 2,600 ft2.
- **Centex Homes. Boynton Beach. FL, USA** – Superintendent – "ISLES AT WESTON" 700 Luxury single family homes, club house, pools. Acted as a liaison between the owners and the company. Managed 40 homes per year. Areas: from 3,000 to 4,500 ft2. 9 models. Value from $450,000 to $680,000 each. Project Value: USD $250 mill. Budget estimated savings of 4.5%.
- **Burns & McDonnell, Engineers, Architects. Coral Gables. FL, USA** - Resident representative: "The Everglades Restoration Project". Two pump stations with a capacity of 6,500 cf. Structure consisted of more than 35,000 cubic yards of concrete to house seven pumps each nine feet in diameter with large diesel engines. Pump stations included: Own water purification system, fuel storage tanks, concrete bridges, retaining walls, box culverts, earthwork, roadways, instrumentation, control systems. Duties: Reinforcement steel inspection, forms erection, concrete placement, precast concrete walls, equipment installation and mechanical systems. Interior areas: 40,000 ft2. Exterior areas: 56,000 ft2. Value: USD$56 million. Project on time & within budget estimated saving of 4.5%.
- **J D H & Associates, Architects, Developers. Bogotá, Colombia:** Architect Associate & Construction Manager: Managed construction and supervision of multiple projects Administration, supervision of on-site technical personnel, inspections, steel reinforcement, concrete placement, bricks walls, drywalls installation, electrical, mechanical, plumbing and interior finishing for: "Residential and Military Facilities" Police Department. 3 four story buildings, 60 two bed. Units, club house, fitness center, parking, and landscape. Area: 61,200 ft2.Value: USD$4.8 million.

  "Los Alerces". 7 story building, 12 luxury 3 bed. Units, underground parking, fitness center & meeting room. Area: 33,800 ft2. Value: USD$3.7 million.

  "Balcones De Los Alerces". 7 story building, 18 Luxury 2 bed. Units, underground parking, fitness center & meeting room. Area: 38,300 ft2. Value: USD$3.2 million.

  "Rincon de Los Alerces". 7 story building, 20 luxury 2 and 3 bed. Units, underground parking, fitness center & meeting room. Area: 44,100 ft2. Value: USD$3.4 million.

- **Josep Sobrevias Tresserras Architects, Developers. Barcelona, Spain:** - Superintendent Control and supervision of on-site of technical personnel, material, equipment, and scheduling for: "Perafita Residential Country Club" 40 three story town homes. Area: 66,200 ft2. Value: USD$4.2 million.

- **Interplan – International Planning & Construction Co. Colombia & Ecuador**- Superintendent Control and supervision of on-site technical personnel, material, equipment, and scheduling for: "El Condado de Castilla" residential development in Bogotá, Colombia. With 32 two story town houses, Area:42,300 ft2. Value USD$2.6 million. Estimated saving of 2.5%.

  "Centropolis" residential development in Guayaquil, Ecuador. With 3 five story buildings and 57 one- and two-bedroom apartments, Total area: 35,000 ft2. Value USD$2.1 million.

TAB 3

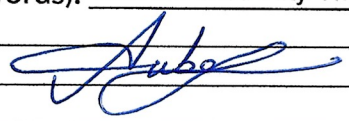
Bid Form

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$18,000.00	$18,000.00
102-1	Maintenance of Traffic	LS	1	$12,000.00	$12,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$3,500.00	$3,500.00
110-1	Clearing and Grubbing	LS	1	$4,200.00	$4,200.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$8.25	$2,706.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 26.00	$ 9,282.00
425-1	Type P- Catch Basin	EA	1	$7,200.00	$7,200.00
425-2	Manholes (Type J-7T)	EA	1	$12,400.00	$12,400.00
425-4	Stormwater Baffle	EA	3	$1,550.00	$4,650.00
425-5	Core Drill Existing Inlet	EA	3	$1,600.00	$4,800.00
425-6	Adjusting Existing Utility Covers	LS	1	$1,500.00	$1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 62.00	$ 4,340.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$220.00	$66,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$90.00	$2,160.00
570-1-2	Performance Turf (Sod)	SY	87	$12.00	$1,044.00
				GRAND TOTAL	$153,782.00

Total Bid Amount..... $153,782.00
Total Bid Amount (in words): One Hundred Fifty-Three Thousand Seven Hundred Eighty-Two Dollars

Signature of Official: 
Name: Rubel Siddique
Title: Vice-President
Company: BACO Engineering Contractor, Inc.
Date: 03/05/26

TAB 4

Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, BACO Engineering Contractor, 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 BACO Engineering Contractor, Inc. as "Principal" herein has caused these presents to be signed in its name, by its Vice 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 23rd day of February, and attested by its Secretary, A.D., 2026.

ATTEST:

RUBEL SIDDIQUE

By: _____ (Title)
(Principal)

ATTEST:

Erika Caceres

Erika Caceres

By: Joshua Roberts
(Surety) 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 23 day of February, 2026

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 1/2025

TAB 5

Section 8
Required Bid Submittal Forms

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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: 02/25/2026

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			

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: BACO Engineering Contractor, Inc.

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

Contracted Services Information:

Scope of Work: Provided construction services for roadway and utility improvements including installation of sidewalks, drainage infrastructure, asphalt pavement, sanitary sewer lines, and associated site civil work. The project involved excavation, grading, utility installation, paving operations, and restoration activities performed in accordance with project plans, municipal standards, and safety requirements.

Initial Value of Contract: $425,000.00 Final Value of Contract: $425,000.00

Length of Contract: 2023-2024

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:

_____

_____

_____

_____

Name of Public Entity/Company: City of Opa-locka

Name of Individual completing this form: Carlos Gonzalez

Signature: _____ Title: CIP Project Manager

Telephone: 305-953-2868 ext. 1451 Email: cgonzalez@opalockafl.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: BACO Engineering Contractor, Inc.

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

Contracted Services Information:

Scope of Work: Provided hands-on construction services for the Shelborne Hotel in Miami Beach, supporting drainage and roadway improvements including installation of drainage structures, exfiltration trenches, and trench drains, as well as asphalt paving, signing and pavement markings, and concrete work for sidewalks and curb and gutter. Responsibilities included excavation, grading, forming, compaction, and field coordination to ensure work met project specifications.

Initial Value of Contract: $421,133.25 Final Value of Contract: $870,839.99

Length of Contract: 12/2023 - 05/2025

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 increase between the initial and final contract values reflects additional scope incorporated by the prime contractor during project progression.

Name of Public Entity/Company: First Finish

Name of Individual completing this form: Mauricio Gaivis

Signature: Mauricio Gaivis Digitally signed by Mauricio Gaivis DN: C=US, E=mgaivis@firstfinish, CN=Mauricio Gaivis Date: 2026.02.24 14:31:52-05'00' Title: Project Executive

Telephone: 305.978.8176 Email: mgaivis@firstfinish.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: BACO Engineering Contractor, Inc.

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

Contracted Services Information:

Scope of Work: Provided construction services for site and roadway improvements including asphalt parking areas, sidewalks, curb and gutter, water main installation, drainage infrastructure, and roadway signing and pavement markings. Work involved excavation, grading, utility installation, paving operations, concrete construction, and restoration activities, with field coordination to ensure compliance with project specifications.

Initial Value of Contract: $342,922.00 Final Value of Contract: $342,922.00

Length of Contract: 2022-2023

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: Pacific Star Capital, LLC

Name of Individual completing this form: Anthony Ruiz

Signature: Anthony Ruiz Title: Project Manager

Telephone: 786-219-7062 Email: anthony@pacificstarcapital.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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: 02/25/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Julio Corena, CGC being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: BACO Engineering Contractor, 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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

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 4 day of March, 2026, by Julio Corena. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
Bonded through 1st State Insurance

WITNESS my hand and official seal

Tanya Hitchins
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 Julio Corena, CGC

For BACO Engineering Contractor, Inc.

Whose business address is: 6801 Lake Worth Rd, Suite 331, Greenacres, FL 33467

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-1256228

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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

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 March, 2026, by Julio Corena. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
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: Julio Corena, CGC, President

(print individual's name and title)

for: BACO Engineering Contractor, Inc.

(print name of entity submitting sworn statement)

whose business address is: 6801 Lake Worth Rd, Suite # 331 Greenacres FL. 33467

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-1256228 *

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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

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 4 day of March, 2026, by Julio Corena. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
Bonded through 1st State Insurance

Tanya Hitchins
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, Julio Corena, CGC 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:

85-1256228

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

BACO Engineering Contractor, Inc.

Name of Entity, Individual, Partners or Corporation

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

6801 Lake Worth Rd, Suite 331, Greenacres, FL 33467

Street Address Suite Village State Zip Code

Continued Next Page

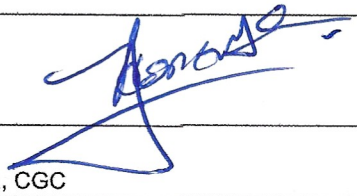
OWNERSHIP DISCLOSURE AFFIDAVIT

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
Julio Corena	6063 Pond Bluff Court, Lake Worth, FL 33467	33.33 %
Rubel Siddique	5518 Mainship Dr, Greenacres, FL 33463	33.33 %
Shafique Jewel	5040 Solar Point Dr, Greenacres, FL 33463	33.33 %

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

Not Applicable

Signature of Official: 

Name (typed): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

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 4 day of March, 2026, by Julio Corena. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Tanya M. Hitchins

NOTARY PUBLIC, STATE OF FLORIDA

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
Bonded through 1st State Insurance

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We BACO Engineering Contractor, 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# 2026-11-004, 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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

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 March, 2026 by Julio Corena. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
Bonded through 1st State Insurance

_____
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 BACO Engineering Contractor, 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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

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 March, 2026 by Julio Corena.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
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): Julio Corena, CGC

Title: President

Company: BACO Engineering Contractor, Inc.

Date: ~~02/25/2026~~ 03/04/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

I, Julio Corena, CGC (the individual attesting below), being duly authorized byand on behalf of BACO Engineering Contractor, 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 4 day of March, 2026

Signature of Affiant

Print or Type Name: JULIO CORENA

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 March, 2026 by Julio Correa. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

TANYA M. HITCHINS
MY COMMISSION #HH650669
EXPIRES: MAY 11, 2029
Bonded through 1st State Insurance

Signed and sworn to (or affirmed) before me,
this the 4 day of March, 2026.
My Commission Expires: _____

Tanya Hitchins
Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

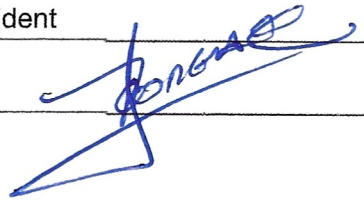
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

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

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

Printed Name: Julio Corena, CGC

Title: President

Signature: 

Date: 02/25/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: BACO Engineering Contractor, Inc. ("**Company**")

Vendor FEIN: 85-1256228

Address: 6801 Lake Worth Rd, Suite 331

City: Greenacres State: FL Zip: 33467

Phone number: (954) 247-8044 Email Address: jcorena@bacoengcon.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.

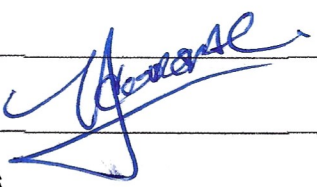
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Julio Corena, CGC

Title: President

Signature: 

Date: 02/25/2026

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)

Business name/disregarded entity name, if different from above
BACO Engineering Contractor, 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.)
6801 Lake Worth Rd, Ste 331

Requester's name and address (optional)

City, state, and ZIP code
Greenacres, FL 33467

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	5	-	1	2	5	6	2	2	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 on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 03/04/2026

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.

TAB 6

Addendum Acknowledgement

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor BACO Engineering Contractor, Inc.

Date Addendum Received 02/26/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Rubel Siddique

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: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

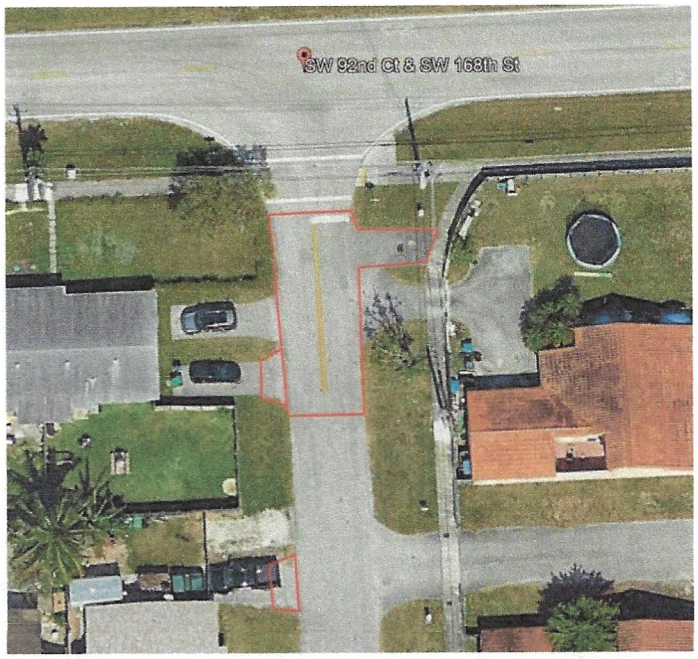
Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

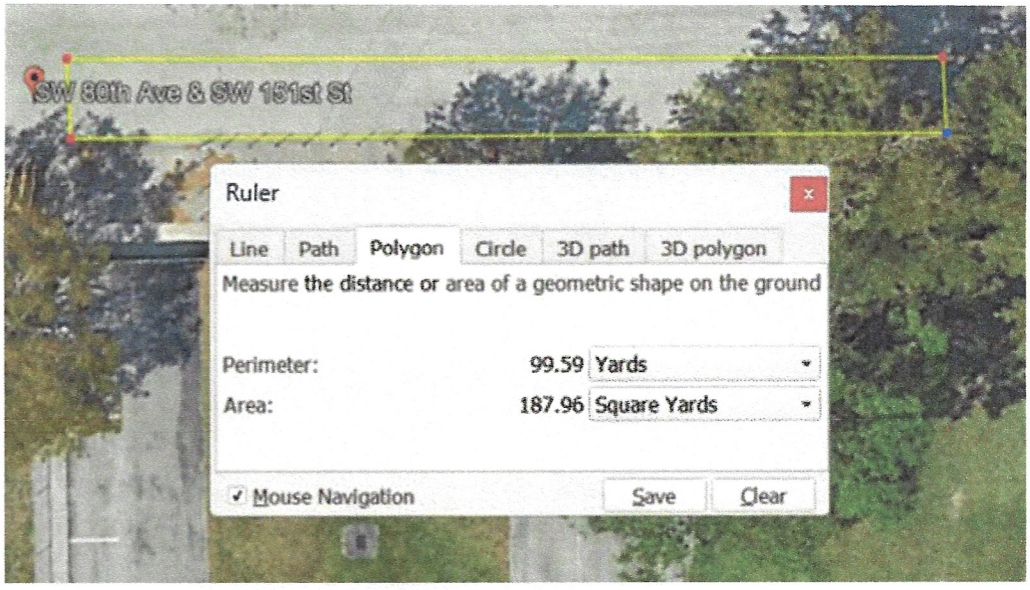
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor BACO Engineering Contractor, Inc.

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Rubel Siddique

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.

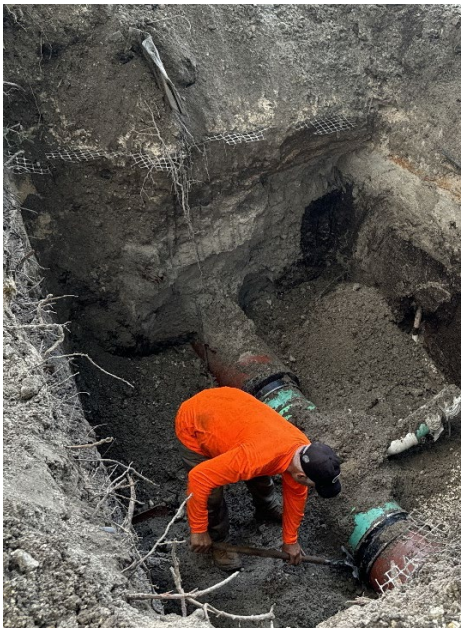
TAB 7

Project Experience and Licenses

310 MERIDIAN AVENUE









Project Location	Contract Amount	Duration
Miami Beach, FL	**$474,435.00**	**01/2024 – 10/2024**

Client Name	Point of Contact Name	Point of Contact Telephone
Miami Sofi Best, LLC	**Yamile Aponte**	**(305) 281-7256**

Our Scope of Work
Construction of 60 LF of 8” DIP WM, 20 LF of 6” WM, 40 LF of 4” WM, 20 LF of 6” Sanitary Lateral, Fire Hydrant, asphalt, concrete sidewalk, and milling and resurfacing. Assisted EOR with as-built drawings, bac-t test, pressure test, and any other required documentation to certify the project.

ADVENT HEALTH MEDICAL CENTER









Project Location	Contract Amount	Duration
Clermont, FL	**$32,000.00**	**10/2021 – 10/2021**

Client Name	Point of Contact Name	Point of Contact Telephone
RCS Construction	**Danny Mello**	**(352) 394-1717**

Our Scope of Work
Construction of 194 LF of Type 'E' Curb, 344 LF Type 'F' Curb, 1828 SF of 4" Sidewalk, and 1 Handicap Ramp. The scope also includes 2 concrete mitered end sections and 5 concrete around valve boxes.

CELEBRATION PH 1 CONCRETE WORK









Project Location	Contract Amount	Duration
Kissimmee, FL	**$128,733.00**	**08/2021 -09/2021**

Client Name	Point of Contact Name	Point of Contact Telephone
RCS Construction	**Danny Mello**	**(352) 394-1717**

Our Scope of Work
Construction of 2760 LF of Type 'F' Curb, 1262 LF of Type 'D' Curb, 220 LF of Concrete Ribbon Curb, 2615 SF of 4" Concrete Sidewalk, 5 Handicap ramps, and concrete driveways.

LANDVEST PUMP STATION









Project Location	Contract Amount	Duration
Opa-locka, FL	**$199,450.00**	**04/2023 – 12/2023**

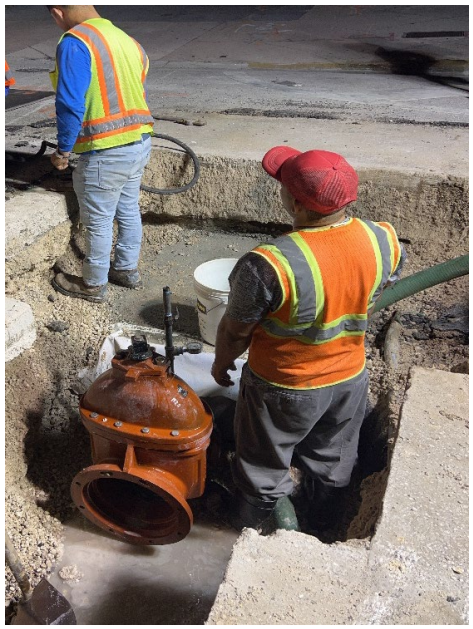
Client Name	Point of Contact Name	Point of Contact Telephone
LPM Landvest, LLC	**Rene Hernandez**	**(786) 553-3749**

Our Scope of Work
Construction of 600 LF of 2” HDPE DR11 Sanitary Force Main by open cut, 700 LF of 2” HDPE DR11 Sanitary Force Main by Directional Drilling, Duplex Grinder Pump Station Installation, Installation of Control Panel, Testing, and assisted the EOR for Final Certification.

NOBE PACIFICA DEVELOPMENT









Project Location	Contract Amount	Duration
Miami Beach, FL	**$349,922.00**	**07/2022 – 02/2023**

Client Name	Point of Contact Name	Point of Contact Telephone
North Beach Town Center	**Anthony Ruiz**	**(786) 219-7062**

Our Scope of Work
Construction of 80 LF of 12” WM, 170 LF of 8” DIP WM, 345 LF of 2” Water Service, 240 LF 1” Water Service, Removal of 690 LF of 6” C.I. WW, asphalt, concrete sidewalk, and milling and resurfacing. Assisted EOR with as-built drawings, bac-t test, pressure test, and any other required documentation to certify the project.

SHELBORNE HOTEL









Project Location	Contract Amount	Duration
Miami Beach, FL	**$754,932.00**	**11/2023 – 03/2025**

Client Name	Point of Contact Name	Point of Contact Telephone
First Finish, LLC	**Mauricio Gaivis**	**(305) 978-8176**

Our Scope of Work
Construction of 70 LF of 12” HDPE, 144 LF of 6” Zurn Trench Drain, 200 LF of 6” PVC Storm Pipe, 70 LF of 12” Exfiltration Trech, 2300 SF of 4” Thick Sidewalk, 9500 SF of Milling and Resurfacing, Dewatering, and Final testing and Certification.

SUGAR CANE FCM – CONCRETE PAVEMENT









Project Location	Contract Amount	Duration
Bartow, FL	**$824,000.00**	**09/2021 - Ongoing**

Client Name	Point of Contact Name	Point of Contact Telephone
RCS Construction	**Holmes Salazar**	**(352) 531-1812**

Our Scope of Work
Construction of 109,000 SF of the 6” concrete pavement with reinforcement for the New facility located in Bartow, Florida. The work also includes Type ‘D’ Curb, flume, headwall, and sidewalk construction.

WELLINGTON FL – CONCRETE SIDEWALKS









Project Location	Contract Amount	Duration
Forest Hill Blvd Wellington, FL	**$350,000.00**	**2009-Completed**

Client Name	Point of Contact Name	Point of Contact Telephone
City of Wellington	**City PWS and Engineering Dept.**	**(561) 753-2436**

Note: Principal's experience while working at other firms (Intercounty Engineering)

Our Scope of Work

Construction of approximate 3,500 LF of 6" thickness concrete sidewalks along a section of Forest Hill Blvd

BACO CONSTRUCTION PROJECTS EXPERIENCE INCLUDING ACQUIRED FROM PRINCIPALS WHILE WORKING AT OTHER FIRMS

CONSTRUCTION, CONSTRUCTION MANAGEMENT AND FIELD OVERSIGHT EXPERIENCE: (JULIO CORENA)

P.S.016 New Redundant Force Main 36"-Pinellas County FL ($15.2M Contract Value)

Client: Pinellas County – Tampa
Scope Performed: Installation of 10,400 LF of 36" C-900 PVC Pipe, 3,400 LF of 42" HDPE pipe including a new meter. station and site work restoration for asphalt, concrete sidewalks, curbing, driveways, installation of new drainage structures, piping valves and appurtenances.
Status: 100% Completed

Turkey Point Wells Recovery System - FPL Turkey Point Nuclear Facility – Homestead FL ($17M Contract Value)

Client: Florida Power & Light (FPL)
Scope Performed: Installation of 38,500 LF of 28" HDPE and 9,100 LF of 14" HDPE pressure main system including 200 LF of 30" DIP pipe and overhead metal bridge, nine (9) Recovery Well Systems connected to 28" header pressure main pipe. Wells approx. depth from 70-95 feet. Each well installed with a motor control center unit automated with SCADA system and enclosed in a housing bldg. structure hurricane resistant.
Status: Construction completed 100%.

Oil water separator system including a 40'x 30'x15.5' underground tank and filtration system with soldier piles. Bay 11 Electrical Switch-Yard Expansion ($3.2 M Contract Value) - FPL-Turkey Point Nuclear Facility in Homestead FL.

Client: Florida Power & Light (FPL)
Scope Performed: Design and construction of 535 feet of sheet piping with concrete cap, dead men anchoring, rock grading, drainage system, security rolling gate automated. It was for an electrical substation switch-yard expansion for an electrical grid. Also, construction of an oil water separator system for a new 40'x30'x15.5' concrete underground tank receptor, including a skid filtration system and piping. Concrete tank was built using soldier piles structural shoring system.
Status: Construction completed 100%.

Aventura Hospital New Building Expansion ($2M Contract Value) – City of Aventura FL

Client: Layton Construction Company, LLC.
Scope Performed: Civil site work including demolition of existing asphalt pavement and concrete, clearing, and grubbing, prepare subgrade for new building expansion foundation and new parking and access ways, install all underground drainage, water and sewer facilities for the new building, new asphalt parking and heavy duty road for heavy equipment access, restore approximately 1,000 feet of an existing City street with new concrete sidewalks and curbing.
Status: Construction Completed 100%

T-Mobile Warehouse and New Communication Center ($1.5M Contract Value) – City of Sunrise FL

Client: Smith Commercial Construction/BCEI-Burr Computer environments, Inc.
Scope Performed: Civil site work including clearing and grubbing of the 3 acres site, prepare subgrade for new building and concrete pavement parking and access driveways, install all underground drainage (French drain system), water and sewer facilities for the new building, backfilling and new building pad.
Status: Construction Completed 100%

Headworks Bypass Palm Beach County Water Utilities-South Region Water (SRW) Reclamation Facility ($1.9 M Contract Value) – Boynton Beach FL.

Client: Palm Beach County – Water Utilities
Scope Performed: Construction and installation of new headworks bypass system for the SRW treatment plant facility including a new 30" DIP line including control valves, ARV's, appurtenances, fittings for underground and above ground pressure piping system, new flumes system for hydraulic flow control using T lock liner system, installation of new aluminum walkway grating around aeration basins, six new automated sludge gates, drain lines and new 6" air compressor lines for aeration systems.
Status: Construction Completed 100%

Midway Pump Station-Miami Dade County Public Works. 2 MGD Stormwater Pump Station – ($4.5 M Contract Value)

Miami Dade County Public Works – Miami FL

Client: Miami Dade County Public Works Dept.

Scope Performed: Construction and installation of new 2 MGD stormwater pump station facility with electrical control bldg. operated via SCADA remote system, duel vertical turbine pumps inside a 74'x24' concrete vault pit with an automated sludge gate system and telemetry, instrumentation and controls, installation of approx. 1400 LF of 24" HDPE storm pressure piping system with ARV's and Manholes inspection ports, control valves and appurtenances. Most of the underground installation of the 24" pressure storm main was done via horizontal directional drill means underneath SR-826 (Palmetto Expressway) by the Miami International airport. Project was a challenge due to the depth of the drilling operations and the bore size for the pipe and carrier (54" bore size) but it was successfully completed and put into operation for the County. Pump station structure was built using a concrete tremie seal for bottom of the pit with an approx. thickness of 12 feet tremie pour performed under water.

Status: Construction Completed 100%

South Florida Water Management District (SFWMD), S-140 Pump Station Refurbishment – ($4.7 M Contract Value)

Broward County Alligator Alley – I-75

Client: South Florida Water Management District (SFWMD)

Scope Performed: Refurbishment of three existing stormwater pumps for SFWMD S-140 station located in the everglade's mile marker 41 (I-75) and facility improvements for entire station. Included replacement of pumping system parts and gear for the three (3) 432 CFS pumps vertical turbine, refurbishment of three Philadelphia Gear boxes, pump shafts, propellers, replacement of a vacuum pump, installation of three C-13 new caterpillar diesel engines, one (1) power generator, station fans, louvers system, exhaust system for C-13 engines, installation of a new raw water pump system and a trash rack collection system on tracks, replacement of an existing 12" thickness (10 TONS) concrete bridge over a drainage canal. Project was a challenge due to the contract requirements to allow GC performing only work during two (2) dry seasons for SFWMD. It was successfully completed with a time extension granted and negotiated with the client by PM.

Status: Construction Completed 100%

ENGINEERING DESIGN INCLUDING OTHER CONSTRUCTION MANAGEMENT PROJECTS:

- Design, Project Engineering and CEI Services for Nokomis Water Main System in Sarasota County FL - Utilities and Environmental Services. Approx. 8,000 feet of 8" and 12" pressure line system - $7.2 M approx. construction cost.
- Surfside Pump Stations, Town of Surfside Fl. Stormwater Pump Stations and Sanitary Rehab. $2.0 M
- Indiantown Master Lift Station Rehabilitation. Loxahatchee River District (LRD) - $200K.
- Lantana Drainage Improvements. Town of Lantana Fl. - $740K
- Key Largo Wastewater Treatment District (KLWWTD). Construction of 1 MG Biosolids Digester Tank for plant expansion. Key Largo FL.-$4.1 M
- Martin County Utilities (MCU). Tropical Farms WWTP Sulfuric Acid Tank Replacement. Martin County Fl. A 13,000-GAL tank replacement with two new HDPE tanks (5,000 GAL each) including new chemical piping system and containment area coatings. - $350K
- Martin County Utilities (MCU). Martin Downs Treatment Facility. Martin County FL. Reclaim Meter Station. Construction of new reclaim water pond facility for water storage including HDPE liner Installation, a new meter station, control structure, 24" underground piping, stilling well and level controls, and littoral planting. - $480K
- Village of Palm Springs Pratt Water Treatment Plant. Palm Springs FL. Rehabilitation of four (4) filter media for water treatment process including demolition of exiting filter system, re-coating of existing concrete filter structures, installation of new filter media, piping, blowers, and electrical controls for plant Motor Control Center (MCC). - $450K
- Orange County Utilities-Master Lift Station Rehab #3151 Dr. Phillips. Orlando FL.- $3.5 M
- Martin County Annual Contract. (Several projects inside Tropical Farms WWTP). Martin County Fl. 1MG Reclaimed Storage Tank, Generator Sound Enclosure, Caustic Soda Tank Replacement. - $2.5 M
- Village of Tequesta WTP. Chemical Storage Tanks Replacement. Tequesta Fl. - $178K
- Seacoast Utility Authority (SUA). High Service Pump station#7 Rehabilitation. Palm Beach County Fl. - $357K
- Town of Palm Beach. Emergency Sewer Ocean Outfall. Palm Beach FL.- $100K
- Village of Tequesta WTP. Water System Renovation. Village of Tequesta Fl. - $500K
- City of Naples Stormwater Pump Station Improvements. - $3.5 M
- Port of the Islands Wastewater Treatment Plan Upgrade. Port of the Islands-Collier County. - $3.5M
- Carrel Winkler Utilities Replacement and Stormwater Drainage Improvements. City of Fort Myers Fl. - $10.5 Million Construction Cost.

REFERENCES

Reference 1 ----------

Firm's Name:	City of Opa-locka
Contact Name:	Carlos Gonzalez
Street Address:	780 Fisherman Street
City, State, Zip Code:	Opa-locka, FL 33054
Telephone Number:	(305) 206-0279
Email:	cgonzalez@opalockafl.gov

Reference 2 ----------

Firm's Name:	City of Miami Beach
Contact Name:	Julissa Marquez
Street Address:	1700 Convention Ctr Dr
City, State, Zip Code:	Miami Beach, FL 33139
Telephone Number:	(561) 669-5212
Email:	Julissamarquez@miamibeachfl.gov

Reference 3 ----------

Firm's Name:	Pinellas County
Contact Name:	Dennis Simpson
Street Address:	14 South Fort Harrison Ave
City, State, Zip Code:	Clearwater, FL 34756
Telephone Number:	(727) 542-3723
Email:	Dsimpson@co.pinellas.fl.us

Reference 4 ----------

Firm's Name:	First Finish, LLC
Contact Name:	Mauricio Gaivis
Street Address:	14 South Fort Harrison Ave
City, State, Zip Code:	Clearwater, FL 34756
Telephone Number:	(305) 978-8176
Email:	MGaivis@firstfinish.net

Reference 5 ----------

Firm's Name:	Pacific Star Capital, LLC
Contact Name:	Anthony Ruiz
Street Address:	300 71st Street, Suite 640
City, State, Zip Code:	Miami Beach, FL 33141
Telephone Number:	(786) 219-7062
Email:	anthony@pacificstarcapital.com

State of Florida
Department of State

I certify from the records of this office that BACO ENGINEERING CONTRACTOR, INC. is a corporation organized under the laws of the State of Florida, filed on March 16, 2020, effective March 15, 2020.

The document number of this corporation is P20000024108.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 28, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 1441535411CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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

CORENA, JULIO A

BACO
6063 POND BLUFF COURT
LAKE WORTH FL 33467

LICENSE NUMBER: CGC1528417

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2024

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.

515

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SIDDIQUE, RUBEL

5518 MAINSHIP DR.
GREENACRES FL 33463

LICENSE NUMBER: PE67239

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

516

CERTIFICATE of ACHIEVEMENT

THIS ACKNOWLEDGES THAT

Rubel Siddique

HAS SUCCESSFULLY COMPLETED THE

OSHA 30-Hrs Construction Industry

04/05/25

Mario D'Trinidad Osha Authorized Construction Trainer

OSHA®

CERTIFICATE of ACHIEVEMENT

THIS ACKNOWLEDGES THAT

Julio Corena

HAS SUCCESSFULLY COMPLETED THE

OSHA 30-Hrs Construction Industry

04/05/25

Mario D'Trinidad Osha Authorized Construction Trainer

OSHA®

UNIVERSITY OF SOUTH FLORIDA

University of South Florida
An Authorized OSHA Training Institute Education Center

University of South Florida
an authorized
OSHA Training Institute Education Center

Certifies that

Mario R D Trinidad

Has diligently and with merit completed training in

OSHA #500 Trainer Course in Occupational Safety and Health Standards for the Construction Industry

Conducted on February 24 - February 27, 2025

by the USF OSHA Training Institute Education Center

Total Contact Hours: 26

Robert Murphy
Deputy Director
Directorate of Training and Education

Mylene Kellerman

Mylene Kellerman
Program Director
USF OTI Education Center

To verify the authenticity of this certificate, please email usfotiec[illegible] or call 813-974-2284.

253X0SHA5000S1 - 564154

OSHAcademy™

Occupational Safety & Health Training

This is to certify that

Mario Dtrinidad

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Safety Supervision and Leadership

Topics covered in this training include: Overview of Supervisor Responsibilities, Identifying Hazards, Safety Inspections, Accident Investigation, Job Hazard Analysis, Correcting Hazards, Providing Safety Training, Basic Safety Leadership Styles, Accountability and Administering Discipline, and Creating an Effective Safety Culture.

Steven J. Geigle, MA, CET, CSHM
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI/ASSP Z490.1 and ISO 45001 guidelines for Safety, Health, and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.

VERIFIED TRAINING
GENUINE ★ AUTHENTIC ★ ORIGINAL

1130613	08/27/2024	6.0
Student #	Issued	Hours

Printed original certificates must include the OSHAcademy hologram or embossed OSHAcademy seal. All certificates include a unique QR Code and can be validated through the OSHAcademy website. www.oshacademy.com/verify

OSHAcademy is a division of
Geigle Safety Group, Inc.
15220 NW Greenbrier Pkwy, Ste 230
Beaverton, OR, USA, 97006
+1 (971) 217-8721
www.oshacademy.com

Course No: 712
Unique QR Code

Certificate ID: 1130613-C281-240827-ED19D3

★ GENUINE ★ 1130613 ● 08/27/2024 ● C712 ★ AUTHENTIC ★ 1130613 ● 08/27/2024 ● C712 ★ ORIGINAL ★

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****
6801 LAKE WORTH RD STE 331
GREENACRES, FL 33467

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	CORENA JULIO A	CGC1528417	B25.651576 08/07/2025	$27.50	B40165790

This document is valid only when receipted by the Tax Collector's Office.

15
7 - 3066

BACO ENGINEERING CONTRACTOR INC
BACO
6801 LAKE WORTH RD STE 331
GREENACRES FL 33467-2974

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2021138991
EXPIRES: 09/30/2026

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.

CORELAND CONSTRUCTION

SEALED BID

Project Name: **PAVING AND DRAINAGE IMPROVEMENTS PROJECT (LOCALIZED DRAINAGE PROJECTS)**

ITB#: **2026-11-004**

Due Date: Thursday, March 5, 2026 / 3:00 p.m.

Submitted By: CORELAND CONSTRUCTION CORP.
Point of Contact: Monica Hernandez
Address: 8950 SW 74TH COURT, SUITE 2201-C1
Miami, FL 33156
Phone Number: 305-233-1709

Submitted to: VILLAGE OF PALMETTO BAY
Attn: Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 11,000.00	$ 11,000.00
102-1	Maintenance of Traffic	LS	1	$ 2,240.00	$ 2,240.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,150.00	$ 3,150.00
110-1	Clearing and Grubbing	LS	1	$ 14,100.00	$ 14,100.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 26.00	$ 8,528.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 16.00	$ 5,712.00
425-1	Type P- Catch Basin	EA	1	$ 4,500.00	$ 4,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 6,700.00	$ 6,700.00
425-4	Stormwater Baffle	EA	3	$ 620.00	$ 1,860.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,100.00	$ 6,300.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 2,100.00	$ 2,100.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 400.00	$ 28,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 353.00	$ 105,900.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 70.00	$ 1,680.00
570-1-2	Performance Turf (Sod)	SY	87	$ 34.00	$ 2,958.00
				GRAND TOTAL	$ 204,728.00

Total Bid Amount..... $ 204,728.00

Total Bid Amount (in words): Two hundred four thousand, seven hundred twenty-eight dollars and Zero cents.

Signature of Official: Monica Hernandez

Name: Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 2026

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: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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 Slab Replacement - Fire Station No. 2 - IFB #2024-035
-Multi-phase const at fully operational Fueling Station consisting of demo. existing 6" conc slab, grading; installation of steel reinforcement & new 10.5" conc slab, conc crack repairs, asphalt restoration & painting of curbs/bollards

Initial Value of Contract: $ 64,653 Final Value of Contract: $ 87,176

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:

Very responsive and great quality of work.

_____

_____

_____

Name of Public Entity/Company: City of Coral Gables

Name of Individual completing this form: Henry Rodriguez

Signature: _____ Title: Project Manager

Telephone: 305-315-6657 Email: hrodriguez2@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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Washington Park Improvements #215615248
-Demo of existing facilities, purchase/install new playground equip. & furnishings, shade canopies & shelters, playground surfacing, earthwork,drainage,elec./lighting, landscaping/sod/irrigation,fencing, sidewalks/pathways.

Initial Value of Contract: $ 1,379,414 Final Value of Contract: $ 1,395,494

Length of Contract: 1 yr

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:

CORELAND HAS PROVIDED AN ON-TIME, ON-BUDGET PROJECT AND THE CITY IS USING THEM FOR OTHER PROJECTS -

Name of Public Entity/Company: City of Florida City

Name of Individual completing this form: JON WARD

Signature: [signature] Title: EXEC. DIR, CRA

Telephone: 305-247-8221 Email: CRAEXDIR@FLORIDACITYFL.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Whispering Pines Park Pervious Turf Block & Drainage Improvements #23-06 -Drainage improvements, asphalt resurfacing, installation of turf blocks, sidewalk repairs & improvements, pavement markings & sod restoration

Initial Value of Contract: $ 583,915 Final Value of Contract: $ 426,483

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:

VERY RESPONSIVE AND RESPONSIBLE CONTRACTOR.

Name of Public Entity/Company: Town of Cutler Bay

Name of Individual completing this form: ALFREDO QUINTERO JR.

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Ojus Urban Area District New Pump Station D4-A - T2687
-Const.of new sewage pump station located bet. W.Dixie Hwy & Biscayne Blvd..dewatering,sheet piling,connection of sewer pipe to force main, elec. service for pump station pumps/controls, curbs/gutters, guardrails, asphalt, sod, MOT.

Initial Value of Contract: $ 915,337 Final Value of Contract: $ 816,496

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: SRS ENGINEERING

Name of Individual completing this form: GILBERT A. CAÑIZARO, QUC.

Signature: _____ Title: SENIOR PROJECT MANAGER

Telephone: 786-795-3591 Email: gil@SRS-CORP.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): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Monica Hernandez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Coreland Construction 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: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 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 5th day of March, 2026, by Monica 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
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By Monica Hernandez, President

For Coreland Construction Corp.

Whose business address is: 8950 SW 74th Court, Ste. 2201-C1 / Miami, FL 33156

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0073665

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: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 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 5th day of March, 2026, by Monica 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 Marisol Francisco Commission HH 533427 Expires 7/1/2028

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Monica Hernandez, President
(print individual's name and title)

for: Coreland Construction Corp.
(print name of entity submitting sworn statement)

whose business address is: 8950 SW 74th Court, Ste. 2201-C1 / Miami, FL 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0073665

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: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 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 5th day of March, 2026, by Monica 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

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, Monica 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:

65-0073665
Federal Employer Identification Number (If none, Social Security Number)

Coreland Construction Corp.
Name of Entity, Individual, Partners or Corporation

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

8950 SW 74th Court, Ste. 2201-C1 / 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
Monica Hernandez	8950 SW 74 CT, Ste. 2201-C1 Miami, FL 33156	51 %
Nestor Hernandez	8950 SW 74 CT, Ste. 2201-C1 Miami, FL 33156	49 %
		%

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

N/A

Signature of Official: _____

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 2026

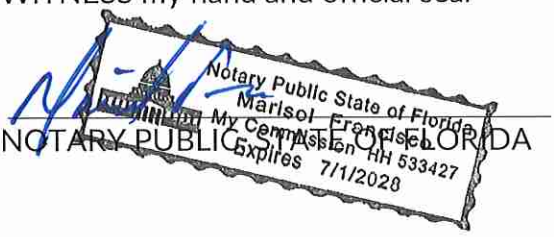
Continued Next Page

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 5th day of March, 2026, by Monica 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

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Coreland Construction 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# 2026-11-004, 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): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 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 5th day of March, 2026, by Monica 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
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

_____
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): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 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 5th day of March, 2026, by Monica 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

Notary Public State of Florida
Marisol Francisco
Commission HH 533427
Expires 7/1/2028

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, N/A

Executed on March 5, 2026 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: March 5, 2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Monica Hernandez (the individual attesting below), being duly authorized byand on behalf of Coreland Construction 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 5th day of March, 2026.

Signature of Affiant

Print or Type Name: Monica Hernandez, 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 5th day of March, 2026, by Monica Hernandez. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 5th day of March, 2026.

My Commission Expires: _____

Notary Public State of Florida
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

_____
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.

Coreland Construction 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: Monica Hernandez

Title: President

Signature: 

Date: March 5, 2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Coreland Construction Corp. ("**Company**")

Vendor FEIN: 65-0073665

Address: 8950 SW 74th Court, Ste. 2201-C1

City: Miami State: FL Zip: 33156

Phone number: 305-233-1709 Email Address: monica@corelandconstruction.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: Monica Hernandez

Title: President

Signature: Monica Hernandez

Date: March 5, 2026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Coreland Construction Corp. (hereinafter called the Principal), and Lexington National Insurance Corporation (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($5% 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 Coreland Construction Corp. as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Lexington National Insurance Corporation 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 March, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

_____

ATTEST:

As per attached power of attorney

_____

Coreland Construction Corp.

By: _____ (Title)
(Principal)
Monica Hernandez, Pres.

Lexington National Insurance Corporation

By: _____
(Surety) Attorney-in-Fact
Warren Alter

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

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Warren Alter, David Satine and Jonathan Bursevich

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

Ronald A. Frank, Chief Executive Officer

LEXINGTON NATIONAL INSURANCE CORPORATED 1989 FLORIDA

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Notary

MEGAN A. SCHWABLINE NOTARY PUBLIC HARFORD COUNTY, MD EXPIRES: 01-08-2028

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.

Corporate Seal:

Lisa R. Slater, Secretary

Attached to bond signed this 4th day of March, 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)
Coreland Construction 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.)
8950 SW 74th Court, Ste. 2201-C1

City, state, and ZIP code
Miami, FL 33156

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

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-		-				

Employer identification number
6	5	-	0	0	7	3	6	6	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 ▶ Monica Hendrick Date ▶ March 5, 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.

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Coreland Construction Corp.

Date Addendum Received February 26, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Monica 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: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

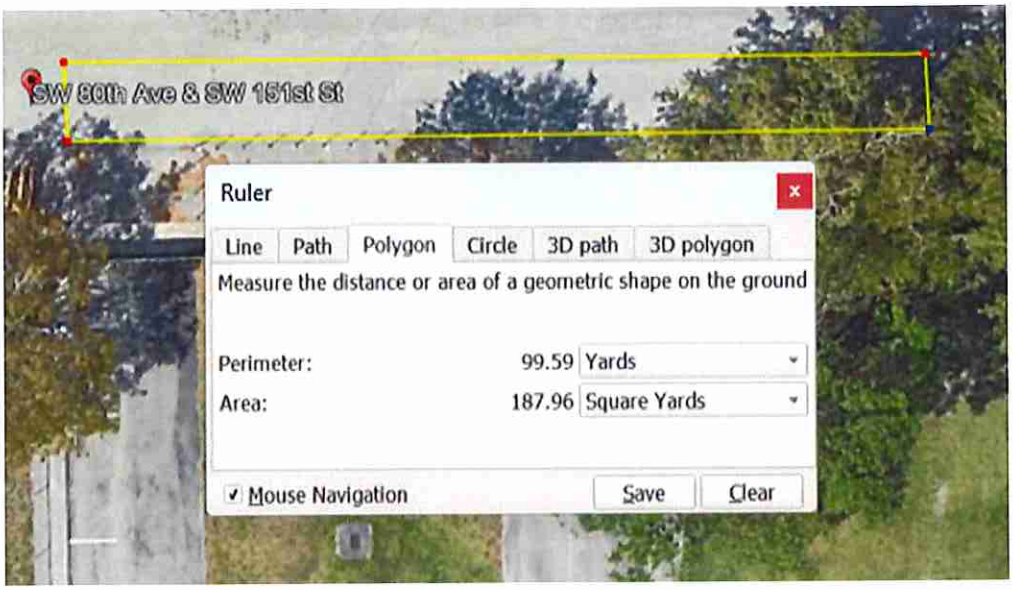
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Coreland Construction Corp.

Date Addendum Received March 2, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Monica Hernandez, 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.

CORELAND CONSTRUCTION

March 4, 2026

Village of Palmetto Bay
C/O Village Clerk
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

RE: ITB# 2026-11-004 – Paving and Drainage Improvements Project

Dear Sir or Madam:

The purpose of this letter is to briefly introduce our company. Coreland Construction Corp. has been providing quality general contracting and construction services in South Florida since 1988, primarily for the public sector. We are a Woman Owned firm and hold multiple State of Florida licenses- Certified General Contractor, Roofing Contractor and Underground Utility Contractor. Coreland provides services under the NAICS Codes 236, 237, 238. Coreland has performed work for numerous public agencies which include but are not limited to:

- City of Florida City
- City of Coral Gables
- Village of Palmetto Bay
- Town of Cutler Bay
- Internal Services Dept. / Miami-Dade County, Florida
- Water & Sewer Department / Miami-Dade County, Florida
- Department of Environmental Resources Management / Miami-Dade County, Florida.
- Miami International Airport / Miami-Dade Aviation Department
- Opa-Locka Airport/ Miami-Dade Aviation Department
- US National Park Service
- US Coast Guard Air Station Miami

If we are the awarded bidder, the project would be under the direct supervision and coordination of our V.P., Nestor Hernandez, who has over 40 years of construction experience and who has successfully managed the projects referenced in the chart of completed projects, attached hereto.

Should you have any questions or require additional information, please do not hesitate to contact me via email at monica@corelandconstruction.com or via telephone at 305-233-1709.

Thank you in advance and we look forward to working with you.

Best Regards,

Monica Hernandez
President

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
Supply & Installation/Construction of Concrete Sidewalks, Pads & Curbs During the Period February 1, 2013 to January 31, 2014 *Bid# 2013-009* **March 1, 2014 to February 28, 2015** *Bid# 2014-015*	City of Lauderhill Dept of Environ. & Engineering Services 5581 W. Oakland Park Blvd. Lauderhill, FL 33313 Director: Charlie Cuyler 954-730-4230 ccuyler@lauderhill-fl.gov	$ 91,619	March-14	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks, pads & curbs through individual purchase orders based on City's requirements/needs at various locations throughout City of Lauderhill.
Transit Infrastructures & Bus Shelters Improvements *WO# 158S-A*	Broward County Transit Dept. 1 N. University Drive, 2401B Plantation, FL PM: Arethia Douglas acdouglas@broward.org	$ 119,414	February-14	Primary Contract - BONDED Install concrete pads, curbs/gutters, & electrical and install new owner-provided bus shelter structures at five different locations within Broward County. Work conducted on roadways, requiring MOT plans/permits.
National Park Service New Residence @ Ft. Jefferson Dry Tortuga National Park Garden Cove Key, FL *DRTO# 168911*	US National Park Service 12795 W. Alameda Parkway, Rm 311 Denver, Colorado CO: Darrin Knapp, 303-969-2055 COTR: Jose Baerga 305-242-7779	$ 1,152,000	April-14	Primary Contract - BONDED New construction of six unit residence structure to house park staff Trades: Sitework, Concrete/Masonry, Roofing, Plumbing, Electrical, Mechanical, Fire Sprinklers/Protection, Windows/Doors, Finishes, etc.
Manor Lane Traffic Calming Project *RFP# PW2015-05*	City of South Miami 6130 Sunset Drive South Miami, FL 33143 Engineer: Grizel Martinez 305-403-2048 gmartinez@southmiamifl.gov	$ 37,996	September-15	Primary Contract - BONDED Installation of speed humps & signage within multiple locations of Manor Lane, City of South Miami.
CDBG Disaster Recovery Initiative Hurricane Wilma Catergory Infrastructure Improvements - Emergency Generator Bldg. *Contract# 08-DB-D3-11-23-01-A01*	City of Florida City Community Redevelop. Agency 404 West Palm Drive Florida City, FL 33034 CRA Exec. Dir.: Jon Ward 305-247-8221 craexdir@floridacityfl.gov	$ 910,850	September-15	Primary Contract - BONDED Construction of new building to house emergency generator and installation of Baldor (1000 KW) Diesel Generator and all required components/appurtences, above-ground diesel storage tank, connection to existing pump stations, site work, asphalt paving, fence.
Mango Terrace Neighborhood Traffic Calming Improvements *RFP# PW2015-20*	City of South Miami 6130 Sunset Drive South Miami, FL 33143 Engineer: Grizel Martinez 305-403-2048 gmartinez@southmiamifl.gov	$ 58,132	February-16	Primary Contract - BONDED Installation of speed humps & signage within multiple locations of Mango Terrace, City of South Miami.
Sidewalk Replacement & Installation *IFB# 36-06-15*	City of North Miami 776 NE 125 Street North Miami, FL 33161 Asst. Dir.: Greg Netto305-895-9870 ext 14003 gnetto@northmiamifl.gov	$ 245,700	June-16	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks based on City's requirements/needs at various locations throughout City of North Miami.
FY2014 Sidewalk Construction *Project# EN14-001*	City of Hollywood 2600 Hollywood Boulevard Hollywood, FL 33022 Engineer: Frank Leon 954-921-3900 fleon@hollywoodfl.org	$ 608,880	April-16	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks based on City's requirements/needs at various locations throughout City of Hollywood.

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
Concrete Installation & Replacement *Bid# 2015-10-PW*	City of Cooper City 9090 SW 50 Place Cooper City, FL 33328 Director: Denise Yoezle 954-434-2300 ext 306 dyoezle@coopercityfl.org	$ 155,555	September-16	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks based on City's requirements/needs at various locations throughout City of Cooper City.
Concrete & Asphalt Restoration Services *Contract# M1124709B1*	Broward County Purchasing Div. - Unit M 115 S. Andrews Ave., Ste. Ft. Lauderdale, FL 33301 Purch. Agent: Randall Plunkett 954-357-6630 rplunkett@broward.org	$ 3,027,060	December-16	Primary Contract - BONDED Blanket contract (2014-2016) to perform concrete/asphalt restoration work to meet requirements/needs of numerous County departments (Water & Sewer, Facilities, Port Everglades, Park & Recreations, etc) at various locations throughout Broward County.
Install Utility Shed and Provide Sitework & Utilities @ Vizcaya Museum *RPQ# VZ-MH-SHD-2015R / CICC 7040-0/07*	Miami-Dade County Vizcaya Museum & Gardens 3251 S. Miami Avenue Miami, FL 33129 PM: Alice Arguelles 786-469-2062 alice.arguelles@miamidade.gov	$ 190,000	July-17	Primary Contract - BONDED Install concrete support foundation, slab, apron & tie down of owner-provided pre-fabricated wood frame shed, plus install utility infrastructure and connection. Trades: Sitework, Concrete, Plumbing, Electrical, & Mechanical
CDWWTP Contractors Const. Trailer Site for Consent Decree *RPQ# T2350* *Contract# MCC 7040 Plan - CICC 7040-0/07*	Miami-Dade County Water & Sewer Dept. 3071 SW 38 Avenue Miami, FL 33146 PM: Daniel Edwards 786-552-8354 daniel.edwards@miamidade.gov	$ 657,050	September-18	Primary Contract - BONDED Install water main, sanitary system, lift station & roadway/parking for construction trailer at the Central District Wastewater Treatment Plant, Virginia Key.
OPF Service Road-Phase 2 Opa-Locka General Aviation Airport *RPQ# S019B* *Contract# MCC 7040 Plan - CICC 7040-0/07*	Miami-Dade County Aviation - Facilities Development Division 4200 NW 22 Street, Bldg. 3030 Miami, FL 33159 PM: Alejandro Montalvo 305-876-7513 amontalvo@miami-airport.com	$ 1,361,616	October-19	Primary Contract - BONDED Construction of a two-lane rural roadway typical section to serve as an interior service road at Opalocka Executive Airport. Work to include survery/controls, clearing & grubbing, excavation, disposal of excavated material, grading, limerock base, paving marking/striping, guardrail, swales/drainage, sodding, etc.
311 Lightspeed Surface Parking *RPQ# I190008A* *Contract# MCC 7040 Plan - CICC 7040-0/07*	Miami-Dade County Internal Services Dept. 111 NW 1st Street, Ste. 2420 Miami, FL 33126 PM: Jamal Oubrar 305-375-3788 Jamal.Oubrar@miamidade.gov	$ 1,018,653	February-21	Primary Contract - BONDED Construction of 29,000 SF parking area with 102 spaces, site lighting, emergency towers, electrical vehicle charging stations, landscaping and irrigation.
Whispering Pines Park Pervious Turf Block & Storm Drain Improve. *ITB# 23-06*	Town of Cutler Bay Public Works Dept. 10720 Caribbean Blvd., Suite 105 Cutler Bay, FL 33189 Director: Alfredo Quintero 786-573-5520 aquintero@cutlerbay-fl.gov	$ 425,800	November-23	Primary Contract - BONDED Drainage improvements, asphalt resurfacing, installation of turf blocks, sidewalk repairs & improvements, pavement markings and sod restoration.

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
Ojus Urban Area District **New Pump Station D4-A** *RPQ# T2687* *Contract# MCC 7040 Plan - CICC7040-0/07*	Miami-Dade County Water & Sewer Dept. 3071 SW 38 Avenue Miami, FL 33146 Asst. Director: Juan Curiel 786-552-8399 Juan.Curiel@miamidade.gov	$ 915,337	February-24	Primary Contract - BONDED Construction of new pump station, +30ft. excavation/installation of sheet piling for placing underground wet well structure (approx. 190,000 lbs), connection of sewer pipe to force main, install electrical service for pump station pumps/controls, curbs/gutters, concrete slab for elec. equip., concrete slab over new structures, new guardrails, asphalt, & sod restoration
Elections Dept. Building **Generator Set Replacement** *RPQ# I190065* *Contract# MCC 7040 Plan - CICC7040-0/07*	Miami-Dade County Internal Services Dept. 111 NW 1st Street, Ste. 2420 Miami, FL 33126 PM: Rafael Salles 305-775-3249 Rafael.Salles@miamidade.gov	$ 1,251,726	March-24	Primary Contract - BONDED Install new generator set w/ new ductbank, construct new pad to house new generator & existing generator, relocate/connect existing generator, demo existing garbage enclosure, construct new garbage enclosure w/ fence gates, install bollards, reconfigure parking around new generator area.
Home Depot #6355 **Tool Rental Center Addition** *33001 S. Dixie Highway* *Florida City, FL 33034*	Atlas Building Group 914 Hemsath Road, Ste. 100A St. Charles, MO 63303 636-724-000 PM: Jeremy Boettler 314-575-7134 Jeremy.Boettler@abgbuilds.com	$ 203,122	October-24	Subcontract Furnish & install new 12" water service and insertion valves.
Washington Park Improvements *Contract# 215615248*	City of Florida City Community Redevelop. Agency 404 West Palm Drive Florida City, FL 33034 CRA Exec. Dir.: Jon Ward 305-247-8221 craexdir@floridacityfl.gov	$ 1,395,494	April-25	Primary Contract - BONDED Demolition of existing facilities, purchase & install new playground equipment, shade canopies, playground surfacing, picnic shelters, sidewalk & pathway const., earthwork, drainage, electical lighting, site amenities, landscaping, sodding, & irrigation, fencing, pervious pavers.
SW 174 Street Roadway Improvements *ITB# 2024-11-013*	Village of Palmetto Bay Public Service Dept. 9495 SW 180 Street Palmetto Bay, FL 33157 Director: Dionisio Torres 305-989-5086 dtorres@palmettobay-fl.gov	$ 624,963	February-26	Primary Contract - BONDED Roadway resurfacing, drainage improvements, construct on-street parking areas with permeable pavers, new concrete curbs & sidewalks, light poles/lighting, sod installation, site restoration.
Concrete Slab Replacement @ Fire Sta. No.2 *IFB# 2024-035*	City of Coral Gables Capital Improvement Projects 2800 SW 72 Ave. Miami, FL 33155 PM: Henry Rodriguez 305-460-5059 hrodriguez2@coralgables.com	$ 87,176	February-26	Primary Contract - UNBONDED Multi-phase construction at fully operational Fueling Station consisting of demo of existing 6" concrete slab, grading, installation of steel reinforcement & new 10.5" concrete slab, concrete crack repairs, asphalt restoration & painting curbs/bollards

HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

PAVING AND DRAINAGE PROJECT (LOCALIZED DRAINAGE PROJECTS) ITB NO.: 2026-11-004

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

BID DATE AND TIME:
Thursday, March 5th, 2026
3:00 P.M. EST
(Municipal Building)

Hahn Construction Engineering Contractors, Inc.
23555 S. W. 153 Ct., Homestead, FL 33032
O: (305) 247-4272 OR (786) 404-3543
E-Mail: hahnconsctruction@hahncec.com
www.hahncec.com

4.1:

BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 16,000.00	$ 16,000.00
102-1	Maintenance of Traffic	LS	1	$ 9,500.00	$ 9,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,250.00	$ 1,250.00
110-1	Clearing and Grubbing	LS	1	$ 9,500.00	$ 9,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 25.00	$ 8,200.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 45.00	$ 16,065.00
425-1	Type P- Catch Basin	EA	1	$ 6,150.00	$ 6,150.00
425-2	Manholes (Type J-7T)	EA	1	$ 7,400.00	$ 7,400.00
425-4	Stormwater Baffle	EA	3	$ 600.00	$ 1,800.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,250.00	$ 3,750.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 900.00	$ 900.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 125.00	$ 8,750.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 285.00	$ 85,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 55.00	$ 1,320.00
570-1-2	Performance Turf (Sod)	SY	87	$ 20.00	$ 1,340.00
				GRAND TOTAL	$ 177,425.00

Total Bid Amount..... $ 177,425.00

Total Bid Amount (in words): ONE HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS

Signature of Official: Michael Hahn

Name: Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 3/5/2026

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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 5th day of March, and attested by its Secretary, A.D., 20 26 .

ATTEST:

_____

_____

Hahn Construction Engineering Contractors, Inc.
23555 SW 153 Ct., Homestead, FL 33032

By: _____ (Title)
(Principal)

ATTEST: As per attached Power of Attorney

_____
Samantha Ortiz, Secretary

_____
Alexia Rivas, Secretary

The Ohio Casualty Insurance Company
175 Berkeley Street, Boston, MA 02116

By: _____
(Surety) Attorney-in-Fact, Jerrett Merlucci

(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 5th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

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 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 3:00 p.m. EST March 5th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

Date Addendum Received FEBRUARY 26, 2026

Total Pages of Addendum including Acknowledgement 1

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.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

Date Addendum Received MARCH 2, 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.

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: 3/5/2026

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 Paving	S&R Paving	6497 West 13 CT Hialeah, FL 33012	305-219-2747 / 305-817-2996 robertomiranda@srpaving.com

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Drainage Improvements Along SW 69th Avenue
Project No. 2024-019

Initial Value of Contract: $291,258.60 Final Value of Contract: $317,635.01

Length of Contract: Four (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:

Hahn Construction was a pleasure to work with. The Village looks forward to working with them again.

Name of Public Entity/Company: Village of Pinecrest

Name of Individual completing this form: David J. Mendez, P.E.

Signature: _____ Title: Director of Public Works

Telephone: 305-669-6916 Email: dmendez@pinecrest-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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Palmetto Bay II Storage - 17501 SW 99 Rd., Palmetto Bay, FL
installation of underground utililties, paving and drainage, concrete, striping

Initial Value of Contract: $732,280.00 Final Value of Contract: $621,954.00

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? ____ 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:

Hahn Construction is huge asset to our projects and is one of our preferred contractors. They make commitments and follow through with fulfilling them for us every time.

Name of Public Entity/Company: DC Construction Associates Inc.

Name of Individual completing this form: Gregg Gentry

Signature: _____ Title: Project Manager

Telephone: 561.988.8505 Email: gregg@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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: OCEAN BANK DORAL
installation of underground utililties, paving and drainage, concrete, striping

Initial Value of Contract: 324,780.00 Final Value of Contract: 324,780.00

Length of Contract: 8 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? _____ Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

X Yes _____ No

If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

We contracted Hahn Construction to install the underground utilities, paving, drainage, concrete, and stripping at Ocean Bank in Doral. Hahn office and field staff performed flawlessly on this project. We have already sent new projects to them and will continue to use them on future work. We are confident they will perform great for Village of Palmetto Bay.

Name of Public Entity/Company: BOSK CONSTRUCTION

Name of Individual completing this form: CEM KALKAVAN

Signature: _____ Title: CEO

Telephone: (561) 843-6689 Email: ckalkavan@boskcontracting.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: 3/5/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

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, 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): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 3/5/2026

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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 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: 65-0629829

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: 3/5/2026

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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: Michael Hahn, President

(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: 

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 3/5/2026

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 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, 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:

65-0629829

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

Hahn Construction Engineering Contractors, Inc.

Name of Entity, Individual, Partners or Corporation

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: 3/5/2026

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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# 2026-11-004, 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: 3/5/2026

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 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 _____ _____ 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: 3/5/26

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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.

No.

Executed on 3/5/26 at 10:00 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): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 3/5/2026

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 5TH day of MARCH, 2026.

Signature of Affiant

Print or Type Name: MICHAEL HAHN

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 5th day of March, 2026, by Michael Hahn. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 5th day of March, 2026.

My Commission Expires: 08/13/2026

NOTARY PUBLIC STATE OF FLORIDA
EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

_____
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.

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

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

Printed Name: Michael Hahn

Title: President

Signature:  Date: 3/5/2026

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: 

Date: 3/5/2026

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
			-		-				
			-		-				

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 ▶ Date ▶ 3/5/2026

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 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.

592

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

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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
HAHN CONST ENGINEERING CONTR INC

		SEC.	TYPE OF BUSINESS
Worker(s)	10	196	SPECIALTY ENGINEERING CONTRACT
		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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2026

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	PHONE (A/C, No, Ext): (954) 876-1106 FAX (A/C, No): (954) 488-3311
10200 West State Road 84	E-MAIL ADDRESS: chelsea@fortsure.com
Unit 103	
Davie FL 33324	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CM Vantage Specialty Insurance	15871
INSURER B : National Specialty Insurance Company	22608
INSURER C : Fortitude Insurance Solutions, LLC	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hahn Construction Engineering Contractors, Inc
23555 Southwest 153rd Court

Homestead FL 33032

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: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CMV-PLI-0025993-05	06/15/2025	06/15/2026	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 $ 300,000 $ Excluded $ 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	Y		GMI-0206-05	02/17/2026	02/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Non-owned	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 1,000	Y		CMV-EXL-0026008-05	06/15/2025	06/15/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
	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)

CERTIFICATE HOLDER

Village of Palmetto Bay
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

David French

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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:

- **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

- **Acorn Self Storage - Miami, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: Acorn Mini Storage LLC
  Date of Completion: October 2021

- **Meadows Outparcel - Miami, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: Meadows at Bird Road LLC
  Date of Completion: October 2019

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

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 21,000.00	$ 21,000.00
102-1	Maintenance of Traffic	LS	1	$ 2,000.00	$ 2,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,661.00	$ 1,661.00
110-1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 28.00	$ 9,184.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 20.00	$ 7,140.00
425-1	Type P- Catch Basin	EA	1	$ 10,000.00	$ 10,000.00
425-2	Manholes (Type J-7T)	EA	1	$ 10,000.00	$ 10,000.00
425-4	Stormwater Baffle	EA	3	$ 475.00	$ 1,425.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,500.00	$ 4,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 200.00	$ 60,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 20.00	$ 480.00
570-1-2	Performance Turf (Sod)	SY	87	$ 30.00	$ 2,610.00
				GRAND TOTAL	$ 147,000.00

Total Bid Amount..... $ 147,000.00
Total Bid Amount (in words): One hundred and fourty seven thousand dollars and zero cents
Signature of Official: [signature]
Name: Garrett Hardie
Title: Vice President
Company: Hartec Group Inc.
Date: 3/5/26

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: 3/5/26

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
NONE	NONE	NONE	NONE

REFERENCES

Each bid must be accompanied by a list of at least *three (3)* references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Hartec Group Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: 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: D2 Construction

Name of Individual completing this form: Howard Diston

Signature: _____ Title: General Contarctor/ 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Hartec Group Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Hartec Group Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: 2026.03.03 16:22:57-05'00' 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

HARTEC GROUP



General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

Village of Pinecrest
Contact person: Eduardo Pozas
Phone: 305-234-2121
Email: epozas@pinecrest-fl.gov
Project #2024-024
Prime Contractor
Drainage Improvements
Duration of work: New
Year: 2025
Amount: $97,000.00

Town of Miami Lakes
Contact person: Anaily Padron
Phone: 305-364-6100
Email: padrona@miamilakes-fl.gov
Project - Sevilla Phase I
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2025
Amount: $2,087,490.00

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2024-11-022 (Sub Basin 44)
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2025
Amount: $1,350,000.00

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2024-11-003 (Sub Basin 57/96)
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2024
Amount: $ 1,577,994.35

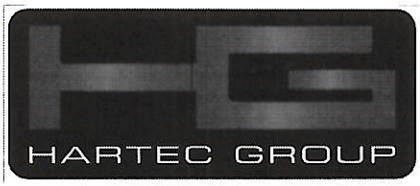
Miami-Dade County
Contact person: Humberto Contreras
Phone: 305-514-6673
Email: humberto.contreras@miamidade.gov
MDC Project- EV Station
Duration of work: Completed
Year: 2024
Amount: $93,396.00

Miami-Dade County
Contact person: Williams Garcia
Email: willg@miamidade.gov
MDC Project- 18389-22
North Dade Scale House
Prime Contractor
Duration of work: Completed
Year: 2023
Amount: $526,655.00

Town of Miami Lakes
Contact person: Stanley Marentus
Phone: 305-364-6100
Email: marentuss@miamilakes-fl.gov
Project- Royal Pointe NW 158th Terrace
Project # 2023-025
Prime Contractor
Drainage Improvements
Duration of work: Completed
Year: 2023
Amount: $693,390.00

Miami-Dade County
Contact person: Felipe Monteagudo
Phone: 305-588-7676
Email: fmonte@miamidade.gov
MDC Project# 20220158
Prime Contractor
Drainage Improvements
Duration of work: Completed
Year: 2022
Amount: $1,039,925.14

HARTEC GROUP



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Licensed & Insured CGC # 1517053

Miami-Dade County
Contact person: Licet Izquierdo
Phone: 305-375-2548
Email: Licet.Izquierdo@miamidade.gov
MDC Project# 20220049
Prime Contractor
Drainage Improvements
Duration of work: Completed
Year: 2022
Amount: $733,040.26

Miami-Dade County
Contact person: Guillermo Paneque
Phone: 305-596-8614
Email: guillermo.paneque@miamidade.gov
MDC Project# 202201401241
Prime Contractor
South Dade Government Center
Conduit project
Duration of work: Completed
Year: 2023
Amount: $297,254.99

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2022-11-004
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $ 749,661.06

Miami-Dade County
Contact person: Marny Pereda
Phone: 305-755-7815
Email: marny.pereda@miamidade.gov
MDC Project#12320313003
Ives Estates Park
Prime Contractor
Duration of work: Completed
Year: 2022
Amount: $993,886.82

True North Academy
Contact person: David Britez
Phone: 786-429-3565
Email: david@lucasdavidlandscape.com
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $ 89,940.00

City of South Miami
Contact person: Aurelio Carmenantes
Phone: 305-403-2072
Email: acarmenantes@southmiamifl.gov
Project# Drainage SW 62nd PL- SW 58-60 St
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $252,480.62

Banyan Elementary School
Contact person: Howard Diston
Phone: 305-335-3922
Email: d2con@comcast.net
Project# Interior demolition, drywall, masonry & concrete
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $2,204,441.00

Miami Dade County
Contact Person: Alfonzo Duarte, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: on- going
Year: 2020
Amount: $788,960.00



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Miami Dade County
Contact Person: Pedro Marsan
Prime Contractor
Drainage
Duration of work: on- going
Year: 2019
Amount: $990,000

Miami Dade County
Contact Person: Jose Gutierrez, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: 270
Year: 2018
Amount: $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
Year: 2018
Amount: $633,335.36

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 comprised 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

DIVISION OF CORPORATIONS

SUNBIZ.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

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
2023	02/17/2023
2024	04/17/2024
2025	04/23/2025

Document Images

04/23/2025 -- ANNUAL REPORT	View image in PDF format
04/17/2024 -- ANNUAL REPORT	View image in PDF format
02/17/2023 -- ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
02/23/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
11/08/2019 -- Restated Articles	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/04/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
01/11/2016 -- Amendment	View image in PDF format
11/30/2015 -- Amendment	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/18/2012 -- 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

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: 3/5/26

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: 3/5/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** K **physical presence or** _ **online notarization**, this 5th day of March, 2026, by Garrett Hendrie. He/She was K 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

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 Gearrett Hardie

For Hartec 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: Garrett

Name (typed): Garrett Hardie

Title: vice president

Company: Hartec Group Inc.

Date: 3/5/26

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 5th day of March, 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: 8100 SW 184 terr. Suter 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: 3/5/26

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 5th day of March, 2026, by Garrett Harris. 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 United States
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	8900 SW 187 Terr, Cutler Bay FL, 33157	90%
Garrette Hardie	15840 SW 148 terr Miami FL, 33196	10%
		%

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

N/A

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice president

Company: Hartco Group Inc.

Date: 3/5/20

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 5th day of March, 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

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

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 paving & Drainage Imp. project ITB# 2026-11-004, 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: 3/5/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** K **physical presence or** _ **online notarization**, this 5th day of March, 2026 by Garrett Hardie He/She was K 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: 3/5/26

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 5th day of March, 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

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

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 March 4, 2026 at 9:00 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: 3/5/26

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 5th day of March, 2026

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 5th day of March, 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 5th day of March, 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.

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

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

Printed Name: Garrett Hurdle

Title: vice president

Signature: _____ Date: 3/5/26

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 - 4294 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.

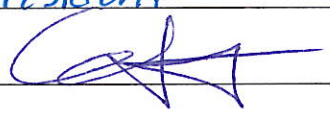
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: 3/5/26

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at* OpenBids-DemandStar.

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Hartec Group Inc

Date Addendum Received 2/26/26

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. 2

Date: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

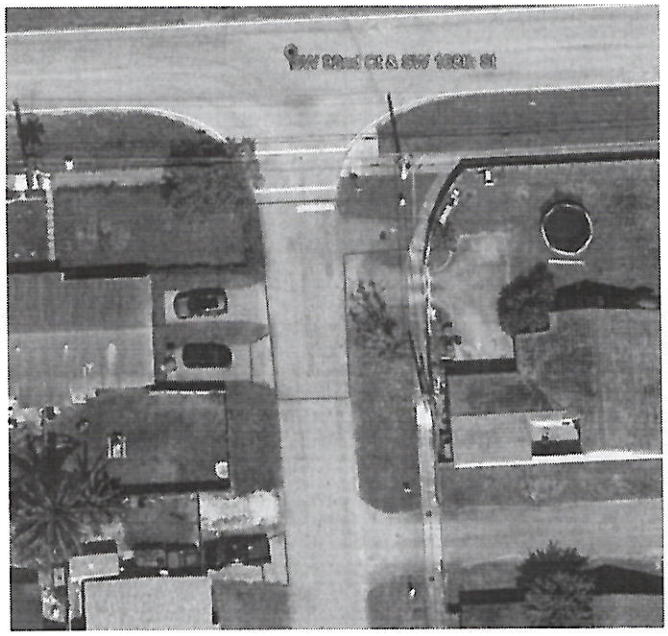
Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

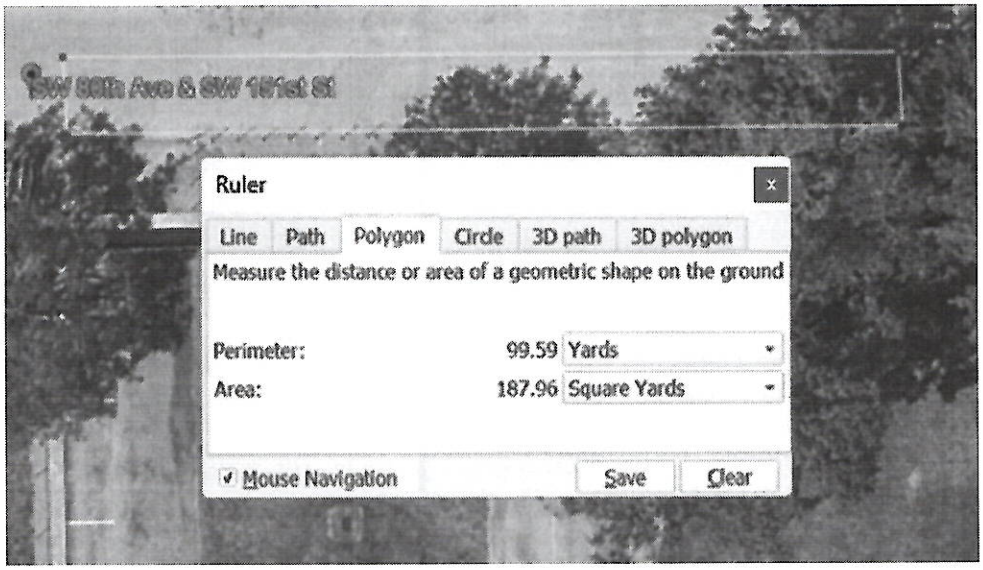
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Hartec Group Inc.

Date Addendum Received 3/2/26

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Hartec Group, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said American Surety Company as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this 24th day of February, 2026 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

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-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 24th day of February, 2026.

SEAL

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED: Tuesday, February 17th, 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)
Paving and Drainage Improvements Project (Localized Drainage Projects)
No. 2026-11-004

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a paving and drainage improvement project. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, March 5th, 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 "**Paving and Drainage Improvements Project (Localized Drainage Projects) ITB# 2026-11-004**". **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, February 24th, 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, February 17th, 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")

Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")

Construct a paving and drainage improvement project for the Village (Invitation to Bid# 2026-11-004). The Project areas are generally located at the following locations:

1. 9240 SW 168th Street
2. SW 174th Street and SW 93rd Place (West Side of SW 93rd Place)
3. SW 151st Street and SW 80th Avenue (Northbound Lane along SW 80th Avenue)

The Project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing 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 Monday, March 2nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 2nd, 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 after the award is issued.

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 (l0) days of written demand by the Village.

3.23 Litigation

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

3.24 Subcontractors

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

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Construct a paving and drainage improvement project for the Village (Invitation to Bid# 2026-11-004). The Project area is generally located at the following locations:

1. 9240 SW 168th Street
2. SW 174th Street and SW 93rd Place (West Side of SW 93rd Place)
3. SW 151st Street and SW 80th Avenue (Northbound Lane along SW 80th Avenue)

The Project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing 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 contractor. 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 following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$24,000	$ 24,000.00
102-1	Maintenance of Traffic	LS	1	$14,500	$ 14,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$6,000	$ 6,000.00
110-1	Clearing and Grubbing	LS	1	$5,500	$ 5,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 9.00	$ 2,952.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 39.00	$ 13,923.00
425-1	Type P- Catch Basin	EA	1	$18,500	$ 18,500.00
425-2	Manholes (Type J-7T)	EA	1	$20,500	$ 20,500.00
425-4	Stormwater Baffle	EA	3	$ 1,900	$ 5,700.00
425-5	Core Drill Existing Inlet	EA	3	$ 700	$ 2,100.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 3,800	$ 3,800.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 170	$ 11,900.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 145	$ 43,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 60	$ 1,440.00
570-1-2	Performance Turf (Sod)	SY	87	$ 13	$ 1,131.00
				GRAND TOTAL	$185,446.00

Total Bid Amount..... $ 185,446.00
Total Bid Amount (in words): one hundred eighty five thousand four hundred and forty six dollars
Signature of Official: Chris Headley
Name: Christopher Headley
Title: VP
Company: Headley Construction Group
Date: 3/5/26

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 3:00 p.m. EST March 5th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the Contract is subject to Village Council approval. Other aspects of approval are experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, February 24th, 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, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 2nd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 5th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

7.01 Contract Award

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under 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

Date: 3/2/26

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
Striping	E & A Express Striping Corp	11751 SW 31st Terr Miami, FL 33175	786-273-0335
milling	C & R Milling & Paving	1 N Krome Ave Homestead FL 33030	305-247-0833
Paving	Dailler Asfalto LLC	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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Removal of existing concrete, Concrete Sidewalk and Driveways installation, SOD, installation of Drainage Structure, Trench, Pipes and Storm Manhole.

Initial Value of Contract: $107,265.00 Final Value of Contract: $121,513.25

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:

We look forward to working again with them in the future.

Name of Public Entity/Company: Village of Pinecrest/ Dept. of Public Works

Name of Individual completing this form: David J. Mendez, P.E.

Signature: David J. Mendez Title: Director of Public Works

Telephone: (305) 669-6916 Email: Dmendez@pinecrest-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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Concrete Flatwork, Concrete Restoration, Concrete Demo & Disposal, Asphalt Restoration, New Asphalt Installation. - Multiple Projects Throughout 2024 & 2025.

Initial Value of Contract: $200,000 +/- Final Value of Contract: $200,000.00

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:

N/A

Comments:

We use Headley Construction Group for 90% of all our concrete work. In 2025 the completed contracts combine over 2 Million Dollars. They are Professional, courteous, and do great work.

Name of Public Entity/Company: Gencom Partners, Inc.

Name of Individual completing this form: Jason Barket

Signature: _____ Title: Owner / Vice President

Telephone: 305-878-2499 Email: Jason@Gencon[redacted]FL.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: Paving and Drainage Improvements Project (Localized Drainage Projects) Invitation to Bid No. 2026-11-004

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 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: Asphalt and Concrete installation

Initial Value of Contract: $154,970 Final Value of Contract: $154,970

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: Worldwide Distributors Inc, DBA Ekwill

Name of Individual completing this form: Ariel Rodriguez

Signature: _____ Title: President

Telephone: (305) 769-8854 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

Date: 3/2/26

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

Date: 3/2/26

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 2 day of March, 2026, by Christopher Headley. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 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 Christopher Headley

For Headley Construction Group

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: Christopher Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 3/2/26

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 2 day of March, 2026, by Christopher Headley. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 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: 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

Date: 3/2/26

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 2 day of March, 2026, by Christopher Headley. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 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, 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 186 St	51 %
Thomas Headley	20140 Cutler Ct	49 %
		%

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

N/A

Signature of Official: Chris Headley

Name (typed): Christopher Headley

Title: VP

Company: Headley Construction Group

Date: 3/2/26

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 2 day of March, 2026, by Christopher Leadley.
He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal.

BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 2029

NOTARY PUBLIC, STATE OF FLORIDA

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 Paving & Drainage Improvements, ITB# 2026-11-004, 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 : Dailler Asfalto LLC, C & R Milling & Paving, E & A Express Striping Corp (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: 3/2/26

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 2 day of March, 2026, by Christopher Headley. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 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 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: 3/2/26

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 2 day of March, 2026, by Christopher Headley. 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
BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 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 3/2/26 at 12:00 PM, 12976 SW 132nd Ave 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: 3/2/26

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 March, 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** X **physical presence or** _ **online notarization**, this 2 day of March, 2026, by Christopher Hedley. 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 March, 2026.
My Commission Expires: 11/18/29

Notary Public

NHCS – E-Verify 081815

BRIANNA RAMIREZ
MY COMMISSION # HH 727030
EXPIRES: November 18, 2029

Foreign Country of Concern Attestation

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

Headley Construction Group (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: 3/2/26

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: 3/2/26

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
___ - ___ - ____

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 ▶ 3/2/26

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.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Paving and Drainage Improvements Project (Localized Drainage Projects)** ITB No. 2026-11-004 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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
ITB No. 2026-11-004 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, Headley Construction Group 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 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 (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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 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 27th day of February, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

_____

By: Chris Headley VP (Title)
(Principal)

ATTEST: As per attached Power of Attorney

Geri Lynn Mirabal, CSR

Lisette Calderon, CSR

By: _____
(Surety) Attorney-in-Fact
Warren M. Alter

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
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 27th day of February, 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.

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at* OpenBids-DemandStar.

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Headley Construction Group Inc.

Date Addendum Received 2/26/26

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

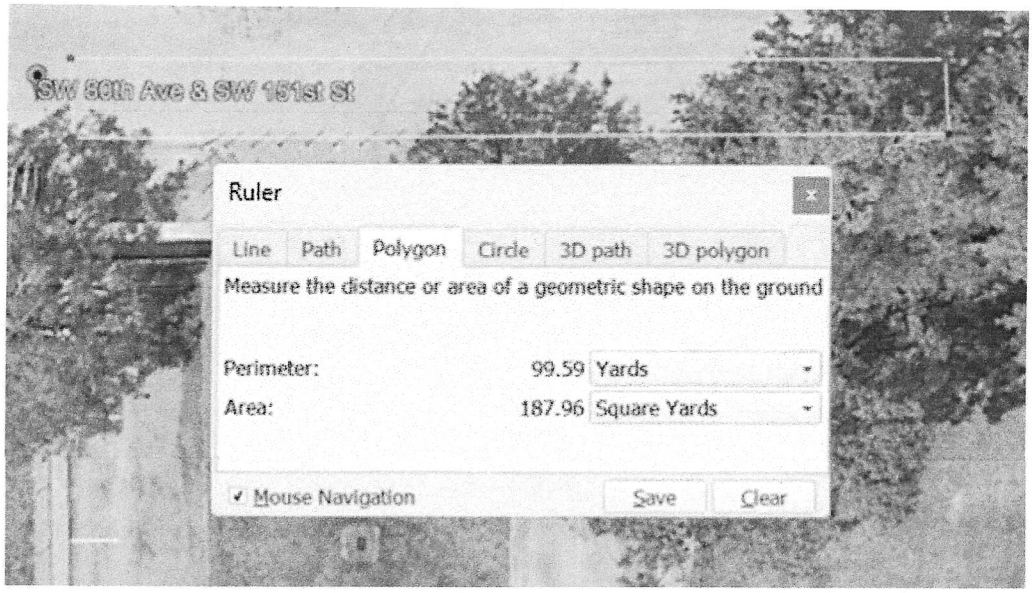
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Headley Construction Group

Date Addendum Received 3/2/26

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.

PERFORMANCE BOND

PROJECT TITLE: **Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** (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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

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

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

DATED on _____, 20___.

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

Witness:_____

Principal

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

Witness:_____

Surety

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: Paving and Drainage Improvements Project (Localized Drainage Projects)

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.

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 "___", 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# 2026-11-004

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

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 "C" 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

_____ 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)

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 Eighty-Three Thousand Seven Hundred Fifty-Four Dollars and Zero Cents ($83,754.00). 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, _____ Department, _____, 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.

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 without Cause.** 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, subject to the cure period provided in Section 27.0, 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 without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 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 and 00/100 Dollars ($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 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 subconsultants. 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 be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance/Bond 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.

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

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.

17.0 Independent Contractor

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

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:

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.

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

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 $_____2, 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The 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 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 CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, 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.

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.

45.0 Iron and Steel in Public Works Projects

Section 255.0993, Florida Statutes, requires local governmental entities to include a requirement in contracts for projects using any State funds that certain iron or steel products be produced in the United States, authorizes the minimal use of foreign steel and iron materials in certain circumstances, and exempts specified products from the requirement.

Should the use of American iron or steel causes an increase of total project cost by twenty (20) percent, or if materials are not readily available, or materials cannot be purchased in sufficient quantities.

IN WITNESS WHEREOF, the 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": Paving and Drainage Improvements Project (Localized Drainage Projects) (.PDF FILE)

(Total of 1 .pdf to download with solicitation)

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED: Tuesday, February 17th, 2026

CONTACT PERSON:

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

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,900.00	$ 1,900.00
110-1	Clearing and Grubbing	LS	1	$ 2,800.00	$ 2,800.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 5.00	$ 1,640.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 19.00	$ 6,783.00
425-1	Type P- Catch Basin	EA	1	$ 6,440.00	$ 6,440.00
425-2	Manholes (Type J-7T)	EA	1	$ 5,880.00	$ 5,880.00
425-4	Stormwater Baffle	EA	3	$ 550.00	$ 1,650.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,900.00	$ 8,700.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,650.00	$ 1,650.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 210.00	$ 14,700.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 400.00	$ 120,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 70.00	$ 1,680.00
570-1-2	Performance Turf (Sod)	SY	87	$ 90.00	$ 7,830.00
				GRAND TOTAL	$ 206,653.00

Total Bid Amount..... $ 206,653.00

Total Bid Amount (in words): Two Hundred Six Thousand Six Hundred Fifty-Three Dollars

Signature of Official: _____

Name: Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc.

Date: 03/05/2026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Homestead Concrete and Drainage, 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 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 Homestead Concrete and Drainage, 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 5th day of March, and attested by its Secretary, A.D., 2026.

ATTEST:

_____

_____

Homestead Concrete and Drainage, Inc.
221 SW 4th Avenue, Homestead, FL 33030

By: _____ (Title)
(Principal)

ATTEST: As per attached Power of Attorney

_____
Alicia Angelillo

_____
Samantha Ortiz

Frankenmuth Insurance Company
One Mutual Avenue, Frankenmuth, MI 48787

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).

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:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

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 15th day of December, 2022.

(Seal)

Frankenmuth Insurance Company

By _____
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., 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 15th day of December, 2022.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President 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 5th day of March, 2026.

_____
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

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

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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 02/26/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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.

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: City of Hollywood

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: Construction of new sidewalks and curb ramps meeting ADA standards.
Approximately 24,637 linear feet of new sidewalk 5 feet wide

Initial Value of Contract: $2,511,030 Final Value of Contract: $2,511,030

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:

Homestead Concrete completed the sidewalk improvements for the Beverly Park project in accordance with the contract documents. The team was responsive, maintained good coordination in the field, and addressed punch list items promptly. Overall, they delivered quality work and met project expectations

Name of Public Entity/Company: City of Hollywood

Name of Individual completing this form: Rudy Damas

Signature: Rudy Damas Title: Project Manager

Telephone: 954-921-3977 Email: rdamas@hollywoodfl.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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: Resurfacing existing asphalt concrete sidewalks and implementing drainage improvements to enhance safety accessibility and water management

Initial Value of Contract: $479,802 Final Value of Contract: $469,746

Length of Contract: 195 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:

Homestead Concrete did a remarkable job from time to time again. They delivered high-quality results in a professional and timely manner, their team was reliable responsive, and easy to work with, and overall outcome. Met our expectations.

Name of Public Entity/Company: City of Tamarac

Name of Individual completing this form: Christopher Lyle

Signature: Chris Lyle Title: Project Manager

Telephone: 954-9597-3704 Email: christopher.lyle@tamarac.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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: _____
Work which includes but is not limited to all labor, materials, machinery, tools, equipment and incidentals, as necessary for the construction of a new westbound left turn lane along Miramar Boulevard onto Buttonwood Avenue. Work is inclusive of tree removals and the relocation of the existing irrigation pump/lines to a new well to accommodate the new turn lane.

Initial Value of Contract: $153,059.52 Final Value of Contract: $153,059.52
Length of Contract: 150 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:

Working with Homestead Concrete was a great experience. They communicated clearly, stayed on schedule, and delivered excellent craftsmanship. The crew was professional and tidy, and the final project exceeded our expectations.

Name of Public Entity/Company: City of Miramar
Name of Individual completing this form: DuSean Grant
Signature: _____ Title: Senior Project Engineer
Telephone: 954-602-3318 Email: dgrant@miramarfl.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: _____

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Name (typed): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Nelson Apolinario being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Homestead Concrete & Drainage, 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: _____

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Name (typed): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

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 5th day of MARCH, 2026, by NELSON ABOLINARIO. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

CJohnson

_____
NOTARY PUBLIC, STATE OF FLORIDA

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 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 Nelson Apolinario

For Homestead Concrete & Drainage, Inc

Whose business address is: 221 S.W 4th Ave. Homestead, Florida, 33030

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2069390

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 any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

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 5th day of March, 2026, by Nelson Apolinario. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 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: Nelson Apolinario

(print individual's name and title)

for: Homestead Concrete & Drainage, Inc

(print name of entity submitting sworn statement)

whose business address is: 221 S.W 4th Ave. Homestead, Florida, 33030

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2069390

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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

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 5th day of MARCH, 2026, by NELSON APOLINARIO. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 2026
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

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

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

I, Nelson Apolinario 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:

59-2069390

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

Homestead Concrete & Drainage, Inc

Name of Entity, Individual, Partners or Corporation

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

221 S.W 4th Ave. Homestead, Florida, 33030

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
Alfred Cordero	7991 NW 181st St, Hialeah, FL 33015	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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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 5th day of March, 2026, by _____.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 2026
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Homestead Concrete & Drainage, 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# 2026-11-004, 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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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 5th day of March, 2026, by NELSON APOLINARIO. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 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 Homestead Concrete & Drainage, 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: _____

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Name (typed): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

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 5th day of MARCH, 2026, by NELSON APOLINARIO. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/05/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Nelson Apolinario (the individual attesting below), being duly authorized by and on behalf of Homestead Concrete & Drainage, 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 _____ day of _____, 20___.

_____

Signature of Affiant

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Print or Type Name: Nelson Apolinario

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 5th day of March, 2026, by NELSON APOLINARIO. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 5th day of March, 2026.
My Commission Expires: _____

C Johnson
Notary Public

CAREENE NICOLA JOHNSON
Notary Public - State of Florida
Commission # HH 296844
My Comm. Expires Aug 20, 2026
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: Nelson Apolinario

Title: Vice President

Signature: _____ Date: 03/05/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Homestead Concrete & Drainage, Inc ("**Company**")

Vendor FEIN: 59-2069390

Address: 221 S.W 4th Ave.

City: Homestead, Florida, 33030 State: _____ Zip: _____

Phone number: 305-248-9649 Email Address: bids@homesteadconcrete.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: Nelson Apolinario

Title: Vice President

Signature: _____

Date: 03/05/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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.)

Homestead Concrete & Drainage, Inc.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

221 S.W. 4th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Homestead, Fl 33030

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

5	9	–	2	0	6	9	3	9	0

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 03/02/26.

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

HOMECON-05 STWIGGS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2026

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:	
Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Homestead Concrete & Drainage, Inc. 221 SW 4th Avenue Homestead, FL 33030	INSURER A : The Travelers Indemnity Company of America	25666
	INSURER B : The Travelers Indemnity Company	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Transguard Insurance Company of America, Inc.	28886
	INSURER E : Ironshore Specialty Insurance Company	25445
	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 LOC OTHER:			DTCO7P945014TIA25	3/26/2025	3/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 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			8107P9383972526G	3/26/2025	3/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP7P9844702526	3/26/2025	3/26/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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	$ $ $
D	Equipment Floater			IMP400069802	3/26/2025	3/26/2026	Leased/Rented	150,000
E	Pollution - Contract			ICELLUW00166714	11/6/2025	11/6/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project/Description:
Paving and Drainage Improvements Project

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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758

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2026

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: 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 : Bridgefield Employers Insuranc	10701
INSURED Homestead Concrete & Drainage, Inc. 209 SW 4 Avenue Homestead FL 33030	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-55004	12/13/2025	12/13/2026	☒ 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)

RE: Paving and Drainage Improvements Project.

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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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

APOLINARIO, NELSON DUQUE

HOMESTEAD CONCRETE & DRAINAGE INC
221 SW 4TH AVE
HOMESTEAD FL 33030

LICENSE NUMBER: CGC1512891

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/31/2024

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.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 180-5595

Business Name: HOMESTEAD CONCRETE & DRAINAGE INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: NELSON D APOLINARIO/QUALIFIER **Business Opened:** 02/13/2004

Business Location: 209 SW 4TH AVE MIAMI DADE COUNTY **State/County/Cert/Reg:** CGC1512891

Exemption Code:

Business Phone: 305-248-9649

Rooms	Seats	Employees	Machines	Professionals
		10		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	4.05	0.00	0.00	31.05

Receipt Fee 27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HOMESTEAD CONCRETE & DRAINAGE INC
209 SW 4TH AVE
HOMESTEAD, FL 33030-7033

Receipt #WWW-25-00021313
Paid 11/04/2025 31.05

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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Business Phone: 305-248-9649

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	4.05	0.00	0.00	31.05

Receipt #WWW-25-00021313
Paid 11/04/2025 31.05

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23,2025

HOMESTEAD CONCRETE & DRAINAGE, INC.
221 SW 4TH AVENUE
HOMESTEAD, FLORIDA 33030

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GUARDRAIL, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Curb & Gutter.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

OUR TEAM

Meet some of our trusted team members



ALFRED CORDERO
President



NELSON APOLINARIO
Vice President



JORGE PENSADO
Office Manager



FERNANDO ESPINOSA
SeniorProject Manager



CAREENE JOHNSON
Controller



RENE OCHOA
Estimator

HOMESTEAD CONCRETE HC&D & DRAINAGE ®™

PROJECT ORGANIZATIONAL CHART

VICE PRESIDENT:

NELSON APOLINARIO

PROJECT MANAGER:

FERNANDO ESPINOSA

FOREMAN:

HILARIO ROJO

HUMAN RESOURCES:

JORGE PENSADO

BILLING/INVOICES:

CAREENE JOHNSON

HOMESTEAD CONCRETE & DRAINAGE
221 SW 4th AVE Homestead, Fl 33030
Office Phone: 305.248.9649 Fax: 305.248.9650
www.homesteadconcrete.com

PERSONNEL RESUMES

PERSONNEL INFORMATION:

Name: Nelson Apolinario
Job Title: Director of Pre-Construction/Chief Estimator
Company: Homestead Concrete & Drainage Inc

Years of Experience: 20

EDUCATION AND PROFESSIONAL REGISTRATION:

EDUCATION

South Dade Senior High, FL; 1999-2003
- High School Diploma

Belmont Abbey College, NC; 2003
- 1 year college credit

Miami Dade College, FL; JUNE 2004- 2007
- Completing an AS Degree in Building Construction Technology

PROFESSIONAL LICENSES & CERTIFICATIONS:

- Certified General Contractors License: CGC1512891
- Certified Underground Utility & Excavation License: CUC1224684
- OSHA 10 Hour Construction Safety training certified
- Construction Defect Awareness Training
- ATTSA Certified - #37
- Pervious Concrete Technician – PCC021844

EXPERIENCE AND QUALIFICATIONS

Homestead Concrete & Drainage; January 2004 – Present
Officer "Director"/Chief Estimator/Project Manager

Responsible for managing/monitoring the progress of projects from the ground up. Maintain quality and cost control, responsible to issuing and awarding contracts to subcontractors and implementing company polices and procedures to comply with all project drawing and specifications.

Track all project costs, schedules and budgets. Resolve any issues that arise with the owner, architects and engineers. Including but not limited to the following:

- Control of all Pre-Construction Activities
- Coordination with project superintendent and crew members
- Scheduling of work
- Coordination of field activities
- Daily reports and measurements
- Invoicing
- Change orders
- Scheduling Subcontractors
- Submittals
- Material ordering
- Reviewing and Signing Contracts
- Collecting of funds
- Financials

Estimating Duties

- Preparing of proposals
- Estimating upcoming projects
- Estimating software (Quest Solutions/OST)
- Project Scheduling
- Preparing Budgets

LANGUAGE SKILLS

- English
- Portuguese
- Spanish

LIST OF RECENT CURRENT AND COMPLETED JOBS

- Palm Beach International Airport – Air Cargo
  - Project Manager
- Key West International Airport – Apron Improvements
  - Project Manager
- Palm Beach International Airport – Flight Signature
  - Project Manager

- City of West Miami – Sidewalks Replacements
  - Estimator of project
- Hensel Phelps – South Terminal Expansion Busway (MIA AIRPORT)
  - Estimator of project
  - 21" Concrete – over 5,000CY
  - Color Concrete
- Town of Miami Lakes – Sidewalk Replacements
  - Estimator of project
- City of Cooper City – Sidewalk Replacements
  - Estimator of project
- City of Miami Beach – Miscellaneous work around the city
  - Estimator of project
- Acai Associates – Broward County ADA Bus Stops (All Over)
  - Estimator of project
- AFCO Construction – West Palm Beach Airport (Taxiways)
  - Estimator of project
- City Of Homestead – Harris Field Restrooms
  - Superintendent of Project
  - In Charge of 8 man crew
  - Partial responsible of sub buyouts
  - Keeping Schedules
- Seminole Tribe – Charter School
  - Project Management Assistant
  - Buyouts of Sub contractors and Suppliers
  - Coordinating RFI and Meeting with Owners, Architects
  - Coordinating the Superintendents
- Seminole Tribe – Water Treatment Plant
  - Project Management Assistant
  - Buyouts of Sub contractors and Suppliers
  - Coordinating RFI and Meeting with Owners, Architects
  - Coordinating the Superintendents
- HC&D – Warehouse and Office Extension
- City of Lauderdale Lakes – 29th St Traffic Calming
  - Estimator of project
- City of Lauderdale Lakes – 41st St Traffic Calming
  - Estimator of project
- City of Fort Lauderdale – Golden Heights Entry Signs
  - Estimator of project
- City of Fort Lauderdale – NE 15th Street improvements
  - Estimator of project
- City of Fort Lauderdale – ADA Annual Improvements
  - Estimator of project
- City of Fort Lauderdale – Las Olas Improvements
  - Estimator of project

- Harry Pepper Associates – Compartment C
  - Estimator of project
  - 31 Structures
  - Over 15,000 CY of Concrete
  - 4000 TNs of Rebar
  - Helped Superintendent keep suppliers and orders on time and scheduled
- Ric-Man International – Washington Ave Improvements
  - Estimator of project
- Ric-Man International – Neighborhood No. 7 NIP
  - Estimator of project
- Ric-Man International – Broadview NIP package No 2
  - Estimator of project
- Ric-Man Construction – Hillsboro BLVD Improvements
  - Estimator of project
- Ric-Man Construction – Government Cut – Micro Tunnel
  - 72" Tunnel from Miami Beach to Fischer Island
  - 64" Tunnel from Fischer Island to Port of Miami
  - Complete Management of all concrete & support team to Ric-Man
- DMSI – Sunset Island 1 & 2
  - Estimator of project
  - Curbs and Sidewalks
- DMSI – Biscayne Point Neighborhood Improvement
  - Estimator of project
- Ric-Man International - Surfside
  - Estimator of project
- Harbour Construction – Dade Blvd Seawall and Pervious
  - Estimator of project
  - First Pervious Concrete in Miami Beach
- Harbour Construction – Botanical Gardens
  - Estimator of project
- Hole In Donut Land Restoration Task 1 – Federal Government
  - Complete Project management of project from estimating to buildup.
  - Buyouts of Subcontractors
  - Budget management
  - Schedules
- Hole In Donut Land Restoration Task 5 – Federal Government
  - Complete Project management of project from estimating to buildup.
  - Buyouts of Subcontractors
  - Budget management
  - Schedules
- Solar Building – Cooper City
  - Superintendent of this project
  - Charge of 10 man crew
  - Keeping ahead of Schedules for HCD & Subs

- City of Marathon – Fire Station
  - Complete Project management of project from estimating to buildup.
  - Buyouts of Subcontractors
  - Budget management
  - Schedules

REFERENCE INFORMATION:

Name: Jonathan Taylor – Everglades national Park
Phone: 305-242-7876

Name: Paul Knight – Ryan Southern inc
Phone: 954-427-5599

Name: Nelson Liberti – DMSI Inc
Phone: 954-654-2677

Name: David Jr – DMSI Inc
Phone: 754-264-9594

Marcelo F. Espinosa
Engineer Intern

EDUCATION
B.S., Civil Engineering, Catholic University of Ecuador,1990

REGISTRATION
Engineer Intern, State of Florida, Certified No. 1100012596

EXPERIENCE
Marcelo F. Espinosa has over 32 years of experience in the design and construction of roadway. Mr. Espinosa's experience in construction includes: costs estimates, billing, cost control, heavy machinery, bidding, scheduling and invoicing. The design experience includes preparation of final design plans, geometrics (plan and profile), signing and pavement markings and access management. Mr. Espinosa has extensive computer experience in MicroStation, Geopak, AutoTURN, GuidSIGN, SureTrack, Project, Primavera, Procore. Specific project experience includes the following:

HOMESTEAD CONCRETE & DRAINAGE, INC. 2007 – PRESENT
- **Port of Miami-Terminal V, Voyages Terminal, Miami Beach, FL.** Project Manager for the construction of a new cruise terminal. HC&D was in charge of all the exterior concrete works, including: parking areas, sidewalks, curbs, boarding bridge foundation, terraces, etc. The tasks were: bidding process, scheduling, field supervision, cost control and invoicing
- **Port of Miami-Terminal B&C, Norwegian Terminal, Miami Beach, FL.** Project Manager for the construction of a new cruise terminal. HC&D was in charge of construction of new 1,600 lf of concrete boarding bridge foundation. The tasks were: scheduling, field supervision, cost control and invoicing
- **Key West International Airport, Strengthen/Rehabilitate Commercial Apron , FL.** Project Manager for the reconstruction of a new taxi-way. The duties was: scheduling, field supervision, cost control and invoicing
- **Alton Rd Improvements, from 5th Street to Michigan Avenue. Miami Beach, FL.** Project Manager for the construction of new red concrete sidewalk, driveways, concrete curbs, parking areas. The duties was: scheduling, field supervision, cost control and invoicing
- **Master Pump Station No. 3, Miami-Florida.** Project Manager for the construction of new pump station, part of Downtown Miami's Brickell area sewer system expansion. Duties include safety and quality control; management and supervision of field staff; manpower, material and resource management to achieve schedule objectives.
- **HP-5 Project Repair. U.S. Army Corps of Engineers, Florida.** Project manager for install Cast in Place Pipe (CIPP) for two (2) double barrel corrugated metal pipe, 10 feet in diameter and 100 feet in length. His responsibilities included: bidding process, submittals phase, schedules, construction, cost control and project administration using Quality Control System (QCS) software.
- **Herbert Hoover Dike, Culverts C-5 and C-5A Repairs. U.S. Army Corps of Engineers, Florida.** Project manager for the repair of six (6) corrugated metal pipe, 10 feet in diameter and 160 feet in length. His responsibilities included: bidding process, submittals phase, schedules, construction, cost control and project administration using Quality Control System (QCS) software.
- **SR 40 Lighting and Streetscape Enhancement, City of Ocala, FL.** Project Manager for the construction of new concrete sidewalk, pedestrian brick pavements, landscaping, irrigation, lighting and traffic signals. The responsibilities are: bidding, scheduling, field supervision and invoicing
- **NW 41th Street Traffic Calming, City of Lauderdale Lakes, FL.** Project Manager for the reconstruction of NW 41th Street, from SR 7 to 31st Ave. The scope of works include: milling and resurfacing, concrete sidewalk, curbs, landscaping, irrigation, signing and pavement markings. The duties envolved in this Project are: bidding, scheduling, field supervision and invoicing.
- **Dixie Highway Northern and Southern Gateway, City of Oakland Park, FL.** Project Manager for the construction of new pedestrian pavements, planting, sodding, irrigation, fencing, structures, and furnishings along Dixie Highway between Cypress Creek Rd and Oakland Park Blvd. The responsibilities are: bidding, scheduling, field supervision and invoicing.

HDR. 2005 – 2007

- **NW 87th Ave Reconstruction, FDOT District 6, Miami-Dade County, FL.** Project Designer for the reconstruction of NW 87th Avenue, from NW 58th Street to NW 74th Street. NW 87th Avenue is being reconstructed from a 2-lane undivided rural section to a 5-lane undivided urban section. A complete stormwater management system, installation of a closed drainage system, construction of new canal headwalls and a pollution control structure, new traffic signals and street lighting are some of the major improvements within the corridor. Responsibilities include roadway geometrics, access management, field reviews and plans preparations.
- **Miami-Dade Flashing School Signals, Miami-Dade County Public Works, FL.** Project Designer in the evaluation of the "School Zone" of 10 Elementary Schools through out Miami-Dade County. This project entails the improvements of the "School Zone" with proper signage, pavement markings, and signalization. Responsible for supporting the engineer and cad staff with the initial engineering set of plans as well as miscellaneous elements of the project.
- **Eller Drive/US 1 Loop New Facility Design, FDOT District 4, Broward County, FL.** Designer for a proposed loop that will provide direct connection from West Bound Eller Drive to South Bound US-1, which is currently grade separated. The proposed Loop Ramp contains four different ramp typical sections that include MSE retaining walls and barrier walls as well as a bridge structure over an existing ramp connecting US-1 South Bound and I-595 West Bound. Specific responsibilities to date have included field reviews for specific lighting issues and the preparation of the Lighting Plan component of the contract set of plans.
- **Osceola Blvd/SR 60 Resurfacing, FDOT District 4, Indian River County, FL.** Designer for this 5-mile roadway resurfacing and improvements project. The set of contract plans for this project include roadway, signing and marking, signalization, lighting, and landscaping plans. Improvements of SR 60 consist of new concrete sidewalk where missing, vertical sight distance criteria violation (analysis/mitigation), drainage improvements, lengthening of auxiliary lanes and intersection safety improvements. Responsibilities include roadway geometrics, access management, field reviews, signing and pavement markings, estimates and plans preparations.

EDWARDS & KELCEY. 2003 – 2004

- **Venetian Islands, Miami Beach, Fl.** Assisted in the production of roadway plans for the milling and resurfacing of various streets throughout four islands comprising of Venetian Islands. Duties involve design, permitting, technical specifications, storm sewer system, street reconstruction, paved parking areas and landscape architecture.

DMJM + HARRIS. 2000 – 2003

- **Red Road (NW 57th Ave. / SR 953), Dade County, FL.** Assisted in the production of roadways plans for the widening of the roadway within the City of Hialeah, from West 46th Street to West 78th Place. Responsibilities included plans production, geometry design and computation of quantities.
- **State Road 309, Montgomery County, PA.**: Prepared Right-of-Way Claim Information drawings for property acquisitions along the project alignment; calculated take and residual areas resulting from the widening of S.R. 309. Project involved the development of property plats for over 50 parcels located along S.R. 309 from deeds of record for each property, recorded subdivision or lot plans of Upper Dublin and Lower Gwynedd and/or from field survey.
- **TRI-RAIL South Florida Rail Corridor, Miami Dade, Broward & West Palm Beach Counties, Fl**: Involved in the preparation of rail plans for the double tracking project along the corridor. The effort included design of profile, geometry design and computation of quantities.
- **State Road 45 (US 41), from Bell Lake Rd. to Suydam Rd., Pasco County, FL.** Involved in the design of roadway plans, vertical profile, geometry and quantities

PROFESSIONAL TRAINING

- Construction Quality Management for Contractors. U.S Army Corps of Engineers
- GEOPAK Road I
- Sheet Clipping with RFClip and GEOPAK
- Electronic Delivery (FDOT)
- Basis of Estimates (FDOT # BT-05-0116)
- Horizontal Clearance (FDOT # BT-05-0109)

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F20141

Entity Name: HOMESTEAD CONCRETE & DRAINAGE, INC.

Current Principal Place of Business:

221 S.W. 4TH AVE
HOMESTEAD, FL 33030

Current Mailing Address:

221 S.W. 4TH AVE.
HOMESTEAD, FL 33030 US

FEI Number: 59-2069390

FILED
Jan 08, 2024
Secretary of State
1961400226CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TOURON, FRANCISCO III
2665 S. BAYSHORE DRIVE
STE. 300
MIAMI, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: FRANCISCO TOURON 01/08/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	CORDERO, ALFRED
Address	7991 NW 181 ST
City-State-Zip:	MIAMI FL 33015

Title	VICE PRESIDENT
Name	APOLINARIO, NELSON D
Address	17500 SW 244 STREET
City-State-Zip:	HOMESTEAD FL 33031

Title	SECRETARY
Name	PENSADO, JORGE
Address	7680 SW 156TH COURT B112
City-State-Zip:	MIAMI FL 33193

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JORGE PENSADO CORPORATE SECRETARY 01/08/2024

Electronic Signature of Signing Officer/Director Detail — Date

LIST OF REFERENCES IN COMPLETED

PROJECT #1

Name of Project: NW 70th Avenue Traffic Calming

Project Location: NW 70th Avenue

Description of project:

Construction/installation of eight (8) new traffic calming parabolic speed hump systems, parabolic speed humps systems, (2) roundabouts and associated median improvements with RA curb, D curb, F curb and header curb with brick pavers, turf blocks and landscaping improvements.

Budget: $484,872.00

Timeline of project: 120 Days

Name: Christopher Lyle

Title: Project Manager

Phone Number: (954) 597-3704

PROJECT #2

Name of Project: Safe Route to Schools Locations Phase 21 FM 439894-1

Project Location: High School Various locations

Description of project:

Installing pedestrian signals head and push button detection at existing signalized intersections, school speed zone signs and flashing beacons, school crosswalk signs, pavement markings, sidewalks, curb and gutter, pedestrian ramps.

Budget: $436,424.00

Timeline of project: 365 Days

Name: Felix J. Hernandez

Title: Roadway Construction Engineer

Phone Number: 305-679-0038

PROJECT #3

Name of Project: Safe Routes to School for Bob Graham Education FM 444295-1-58-01

Project Location: Various locations in Miami Lakes

Description of project:

The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Budget: $158,081.50

Timeline of project: 365 Days

Name: Nathalia Garcia

Title: Project Manager

Phone Number: (305) 364-6100

PROJECT #4

Name of Project: ADA Sidewalk and Curb Improvements - LAKE WORTH

Project Location: Various Locations Lake Worth

Description of project:

Construct new sidewalks and curb ramps meeting ADA standards

Budget: $969,309.25

Timeline of project: 365 Days

Name: Shannon Garcia

Title: Project Manager

Phone Number: 561-586-1720

PROJECT #5

Name of Project: Miami Shores Village Sidewalk Curb Ramp Improvements

Project Location: NE 1ST AVE, NE 3RD AVE, NE 5TH AVE.

Description of project:

Site work and paving for a sidewalk / parking lot in Miami Shores, Florida. Completed plans call for site work for a sidewalk / parking lot; and for paving for a sidewalk / parking lot.

Budget: $272,523.54

Timeline of project: 120 Days

Name: Donna Rockfeld

Title: Procurement Administrator

Email: RockfeldD@msvfl.gov

LIST OF REFERENCES PROGRESS

PROJECT #1

Name of Project: 443944-1-58 Beverly Park Various Locations - Sidewalk

Project Location: Beverly Park Various Locations

Description of project:

Construct new sidewalks and curb ramps meeting ADA standards. Approximately 24637 linear feet of new sidewalk 5 feet wide will be constructed on either side of the streets with curb ramps to fill-in and provide connectivity to existing sidewalks within Beverly Park neighborhood. The proposed sidewalks will be installed in the existing swale area.

Budget: $2,511,030.00

Timeline of project: 365 Days

Name: Luis Lopez, P.E.

Title: Engineering Support Services Manager

Phone Number: 954-921-3410

PROJECT #2

Name of Project: 443976-1-58 Various Locations Bike Lane - Sidewalk

Project Location: Various Locations Bike Lane

Description of project:

Construct new sidewalks, ADA curb ramps, and add bike sharrows on N 58th Ave from Johnson St. to Taft St. Approximately 23,627 linear feet of new sidewalk 5 feet wide will be constructed on either side of the streets with curb ramps to fill-in and provide connectivity to existing sidewalks within the Hollywood Beach Heights and Hollywood Beach Estates.

Budget: $2,633,760.00

Timeline of project: 365 Days

Name: Luis Lopez, P.E.

Title: Engineering Support Services Manager

Phone Number: 954-921-3410

PROJECT #3

Name of Project: ADA Sidewalk and Curb Improvements – lake Worth

Project Location: Various Locations lake Worth

Description of project:

ADA Sidewalk and Curb Improvements in the Lake Worth Beach

Budget: $929,102.15

Timeline of project: 365 Days

Name: Michael Pierce

Title: Assistant Director | Public Works

Phone Number: 561-586-1720

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or lease

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1	Backhoe	3	Owned
2	Ditch Witch – Trencher	3	Owned
3	Large Screed	2	Owned
4	Small Screed	2	Owned
5	John Deere - Skid Steer Loader	5	Owned
6	Metal Forms	1	Owned
7	HEM PAVER	1	Owned
8	Atlas Air Compressor	2	Owned
9	Kraftsman Trailer	1	Owned
10	Mini Excavator	1	Leased
11	Gomaco Curb Machine	1	Owned
12	Extruded Curb Machine	3	Owned
13			
14			
15			
16			
17			

March 5th, 2026

VILLAGE OF PALMETTO BAY
VILLAGE CLERK OFFICE
9705 E. HIBISCUS STREET
PALMETTO BAY, FL, 33157

TITLE: ITB-2026-11-004 PAVING AND DRAINAGE IMPROVEMENTS PROJECT (LOCALIZED DRAINAGE PROJECTS)

Bidder's Name:	**Kailas Corp.**
Physical Address:	**12565 Orange Drive, Suite 410, Davie, FL 33330**
Mailing Address:	**PO BOX 552098 Davie, FL 33355**
Telephone:	**(954) 605-6940 / (305) 722-0099**
Contact Person:	**Jorge Paz**
Email:	jpaz@kailascontractors.com

KAILAS CORP. is a Minority-Owned General and Underground contracting firm with 22 years of experience in South Florida, specialized in servicing the commercial, industrial, municipal, educational, and governmental sectors.

Our list of Lead Team and Emergency Contacts, as follows.

- Jorge Paz, President 954-605-6940
- Carlos Alvarez, Superintendente 305-491-1073
- Luis Rosero, Project Manager 954-513-7882
- Susana Bernal, Project Director 954-632-0165

We are pleased to submit the following information:

1. Bid Form
2. Bid Bond
3. Addendum Acknowledgement #1 and #2
4. Drug-Free Workplace Certification
5. Subcontractor List
6. References Form
7. Acknowledgment, Warranty and Acceptance
8. Non-Collusive Affidavit
9. Sworn Statement on Public Entity Crimes
10. Americans with Disabilities Act (ADA) – Disability Nondiscrimination Statement
11. Business Entity Affidavit (Ownership Disclosure Affidavit)
12. Acknowledgment of Conformance with OSHA Standards

13. Anti-Kickback Affidavit
14. Statement of Past Contract Disqualifications
15. E-Verify Affidavit
16. Foreign Country of Concern Attestation
17. Affidavit Attesting to Noncoercive Conduct for Labor or Services
18. Copy of Sunbiz
19. State of Florida Certified General Contractor License, and State of Florida Certified Underground License
20. Certificate of Liability Insurance
21. Local Business Tax Receipts

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 5,000.00	$ 5,000.00
102-1	Maintenance of Traffic	LS	1	$ 5,000.00	$ 5,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 5,000.00	$ 5,000.00
110-1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 40.00	$ 13,120.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 70.00	$ 24,990.00
425-1	Type P- Catch Basin	EA	1	$ 7,000.00	$ 7,000.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,000.00	$ 8,000.00
425-4	Stormwater Baffle	EA	3	$ 1,200.00	$ 3,600.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,500.00	$ 4,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 250.00	$ 75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 250.00	$ 6,000.00
570-1-2	Performance Turf (Sod)	SY	87	$ 50.00	$ 4,350.00
				GRAND TOTAL	$ 178,560.00

Total Bid Amount..... $ 178,560.00
Total Bid Amount (in words): One Hundred Seventy-Eight Thousand Five Hundred Sixty and 00/100 Dollars
Signature of Official: _____
Name: Jorge Paz
Title: President
Company: Kailas Corp.
Date: 03/05/2026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Kailas Corp. dba Kailas Contractors (hereinafter called the Principal), and United States Fire Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Delaware is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five percent of the total 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 Kailas Corp. dba Kailas Contractors, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said United States Fire Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 05 day of March, 2026, and attested by its Witness to Surety, March 5, A.D., 20 26.

ATTEST:

By: _____ (Title)
(Principal)

ATTEST:

Stephanie Wall, Witness to Surety

By: _____
(Surety) Attorney-in-Fact
Charles David Nielson
and Licensed FL Resident Agent

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson,
Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 05 day of March 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: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Kailas Corp.

Date Addendum Received 02/26/26

Total Pages of Addendum including Acknowledgement 3

Print Name Jorge Paz

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: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Kailas Corp.

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Jorge Paz

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

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): Jorge Paz

Title: President.

Company: Kailas Corp.

Date: 03/05/2026

SUBCONTRACTOR LIST

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

NONE

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Kailas Corp

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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 scope included all materials, labor and equipment necessary completion of the drainage improvement, roadway restoration, concrete work, tree protection, MOT, and pavement markings and signage required for the Green Meadows Drainage Improvements
Initial Value of Contract: $2,001,050.00 Final Value of Contract: $2,001,050.00
Length of Contract: 180 calendar 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:

Excellent contractor. Would highly recommend.

Name of Public Entity/Company: Town of Southwest Ranches
Name of Individual completing this form: Rod Ley, PE, LEED AP
Signature: _____ Title: Public Works Director
Telephone: 954-343-7444 Email: RLey@southwestranches.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Kailas Corp

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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 scope included all materials, labor and equipment necessary completion of the drainage improvement, roadway restoration, concrete work, tree protection, MOT, pavement markings and signage, required for the NW 45th St. & Crystal Lake Drive Drainage Improvements

Initial Value of Contract: $2,198,460.00 Final Value of Contract: $2,265,460.00

Length of Contract: 365 calendar 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:

Kailas Contractors demonstrated high efficiency in executing the stormwater improvements. As challenges arose, their field and office management teams excelled in communication and problem-solving. By collaborating closely with the City, they provided effective solutions that ensured the project remained within budget and avoided cost overruns during the construction phase.

Name of Public Entity/Company: The City of Deerfield Beach

Name of Individual completing this form: Wallace Perkins

Signature: Wallace Perkins Digitally signed by Wallace Perkins DN: C=US, E=wperkins@deerfieldbeachfl.gov, O=The city of Deerfield Beach, OU=Capital Projects Manager, CN=Wallace Perkins Reason: I have reviewed this document Contact Info: 954-250-4334 Date: 2026.02.24 06:36:33-05'00' Title: Capital Projects Manager

Telephone: 954-250-4334 Email: wperkins@deerfieldbeachfl.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Kailas Corp

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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 scope included all materials, labor, and equipment necessary for the completion of the drainage improvements, earthwork / grading and MOT required for the WA # GAC-001-2021/2022 FLL NERA Storm water Improvements. As well as the drainage system cleaning, inspections and repairs required for WA No. KLAS-001-2022 FLL SW 42nd STREET CLEANING DRAINAGE PIPE.

Initial Value of Contract: $610,000.00 / $300,000.00 Final Value of Contract: $610,000.00 / $300,000.00

Length of Contract: 120 calendar days

Would you enter into a contract with the Company in the future? Yes Yes _____ No

Were the services provided acceptable and of quality standards: Yes Yes _____ No

Was the Company responsive to your requests and resourceful with the task? Yes Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
Yes Yes _____ No

If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

Kailas performance is outstanding. They have a perfect mix, they are engineers and contractors with the experience to resolve issues in the march and produce effective solutions. They are fair with their clients and willing to help them.

Name of Public Entity/Company: Broward County Aviation Department (BCAD)

Name of Individual completing this form: Milena Quecano

Signature: Milena Quecano-Uruena Digitally signed by Milena Quecano-Uruena DN: CN=Milena Quecano-Uruena, OU=FLL/USERS, DC=fll-airport, DC=local Reason: I am approving this document Date: 2026.02.27 08:20:05-05'00' Title: Construction Project Manager

Telephone: 954-359-1086 Email: MURUENA@broward.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): Jorge Paz

Title: President

Company: Kailas Corp.

Date: 03/05/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jorge Paz being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Kailas 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): Jorge Paz

Title: President

Company: Kailas Corp.

Date: 2/27/26

KAILAS CORP CORPORATE SEAL 2004 FLORIDA

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 27 day of February, 2026, by Jorge E Paz. He/She was _____ personally known, X or produced FDL as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

TALIA D. ORTIZ
Commission # HH 296587
Expires August 3, 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 Jorge Paz

For Kailas Corp.

Whose business address is: 12565 Orange Drive, Suite 410, Davie, FL 33330

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1135954

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Jorge Paz

Title: President.

Company: Kailas Corp.

Date: 2/27/26

KAILAS CORP CORPORATE SEAL 2004 FLORIDA

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 27 day of February, 2024 by Jorge Paz. He/She was _____ personally known, X or produced FDL as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

TALIA D. ORTIZ
Commission # HH 296587
Expires August 3, 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: Jorge Paz

(print individual's name and title)

for: Kailas Corp.

(print name of entity submitting sworn statement)

whose business address is: 12565 Orange Drive, Suite 410, Davie, FL 33330

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1135954

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): Jorge Paz

Title: President.

Company: Kailas Corp.

Date: 2/27/26

KAILAS CORP CORPORATE SEAL 2004 FLORIDA

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 27 day of February 2026 by Jorge Paz. He/ She was _____ personally known, ✓ or produced FDL as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

TALIA D. ORTIZ
Commission # HH 296587
Expires August 3, 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, Jorge Paz 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:

20-1135954

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

Kailas Corp.

Name of Entity, Individual, Partners or Corporation

Kailas Contractos

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

12565 Orange Drive, Suite 410, Davie, FL 33330

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 Paz	12565 Orange Drive, Suite 410, Davie, FL 33330	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:
None

Signature of Official: _____

Name (typed): Jorge Paz

Title: President.

Company: Kailas Corp.

Date: 2/27/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 27 day of February, 2026 by George Paz. He/ She was _____ personally known, X or produced FDL as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

TALIA D. ORTIZ
Commission # HH 296587
Expires August 3, 2026

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Kailas Corp. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Paving and Drainage Improvements Project, ITB# 2026-11-004, 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): Jorge Paz

Title: President

Company: Kailas Corp.

Date: 2/27/26

KAILAS CORP CORPORATE SEAL 2004 FLORIDA

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 27 day of February, 2026 by George Paz. He/She was _____ personally known, ✓ or produced FDL as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

TALIA D. ORTIZ
Commission # HH 296587
Expires August 3, 2026

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

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 Kailas Corp. _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Jorge Paz

Title: President

Company: Kailas Corp.

Date: 2/27/26

KAILAS CORP CORPORATE SEAL 2004 FLORIDA

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 27 day of February 2026, by Jorge Paz. He/She was _____ personally known, X or produced FDL as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
TALIA D. ORTIZ
Commission # HH 296587
Expires August 3, 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 March 5th, 2026 at Davie, 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): Jorge Paz

Title: President.

Company: Kailas Corp.

Date: 03/05/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

I, Jorge Paz (the individual attesting below), being duly authorized by and on behalf of Kailas 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.

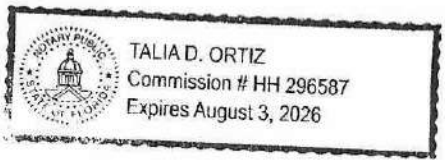
This 27 day of Feb, 2026.

Signature of Affiant

Print or Type Name: Jorge Paz

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or _ online notarization**, this 27 day of February 2026 by Jorge Paz. He/ She was _____ personally known, X or produced FDL as a form of identification.



Signed and sworn to (or affirmed) before me,
this the 27 day of February, 2026.
My Commission Expires: Aug 3, 2026

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.

Kailas 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: Jorge Paz

Title: President

Signature: _____ Date: 03/05/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Kailas Corp. ("**Company**")

Vendor FEIN: 20-1135954

Address: 12565 Orange Drive, Suite 410

City: Davie State: Florida Zip: 33330

Phone number: (954) 605-6940 / (305) 722-0099 Email Address: Jpaz@kailascontractors.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 Paz

Title: President.

Signature: 

Date: 03/05/2026



Detail by Entity Name

Florida Profit Corporation
KAILAS, CORP.

Filing Information

Document Number	P04000079018
FEI/EIN Number	20-1135954
Date Filed	05/17/2004
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/17/2005
Event Effective Date	NONE

Principal Address

12565 ORANGE DRIVE
410
DAVIE, FL 33330

Changed: 09/10/2020

Mailing Address

PO BOX 552098
Davie, FL 33355

Changed: 04/25/2018

Registered Agent Name & Address

PAZ, JORGE
12565 ORANGE DRIVE
410
DAVIE, FL 33330

Name Changed: 04/25/2018

Address Changed: 09/10/2020

Officer/Director Detail

Name & Address

Title PD

PAZ, JORGE
PO BOX 552098
Davie, FL 33355

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	03/22/2024
2025	02/04/2025

Document Images

02/04/2025 -- ANNUAL REPORT	View image in PDF format
03/22/2024 -- ANNUAL REPORT	View image in PDF format
04/17/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
09/10/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
04/10/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
07/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
02/11/2015 -- ANNUAL REPORT	View image in PDF format
02/06/2014 -- ANNUAL REPORT	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
01/17/2008 -- ANNUAL REPORT	View image in PDF format
03/21/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- ANNUAL REPORT	View image in PDF format
05/17/2005 -- Amendment	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
09/30/2004 -- Amendment	View image in PDF format
05/17/2004 -- Domestic Profit	View image in PDF format

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

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CGC1507261

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

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.

810

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CUC1223706

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/31/2024

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.

811

KAILCON-01 AFERLAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2025

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: Amy Ferland
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (305) 722-2663 FAX (A/C, No): E-MAIL ADDRESS: aferland@acrisure.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kailas Corp. PO Box 552098 Davie, FL 33355	INSURER A : Accelerant Specialty Insurance Company	16890
	INSURER B : Infinity Assurance Insurance Company	39497
	INSURER C : Landmark American Insurance Company	33138
	INSURER D : Insurance Company of the West	27847
	INSURER E : Aspen American Insurance Company	43460
	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 LOC OTHER:			DCS000005001	6/15/2025	6/15/2026	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 $ 5,000 $ 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			50009647701	6/15/2025	6/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			LHA607165	6/15/2025	6/15/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	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		WFL507176102	6/15/2025	6/15/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Equipment Floater			IM014YQ25	6/15/2025	6/15/2026	Leased/Rented	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

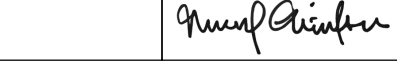
CERTIFICATE HOLDER

For Information Purposes Only
X
X
X

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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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 180-230620

Business Name: KAILAS CORP

Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: JORGE PAZ (QUALIFIER)

Business Location: 12565 ORANGE DRIVE #410 DAVIE

Business Phone: 305-722-0099

Business Opened: 01/26/2010

State/County/Cert/Reg: CGC1507261

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE, FL 33331

Receipt #WWW-24-00296823
Paid 09/03/2025 27.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 180-230620

Business Name: KAILAS CORP

Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: JORGE PAZ (QUALIFIER)

Business Location: 12565 ORANGE DRIVE #410 DAVIE

Business Phone: 305-722-0099

Business Opened: 01/26/2010

State/County/Cert/Reg: CGC1507261

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		4		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-24-00296823
Paid 09/03/2025 27.00

TOWN OF DAVIE
Business Tax Receipts Division
8800 SW 36th Street, Davie, FL 33328
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

Business Name: KAILAS, CORP.
Address: PO BOX 552098

City, ST, Zip: DAVIE, FL, 33355

TOWN OF DAVIE

Business Tax Receipt
Effective Date: 10/1/2025
Expiration Date: 9/30/2026

License Number
115

DBA Name:
Business Name: KAILAS, CORP.
Address: 12565 ORANGE DR 410

City, ST, Zip: DAVIE, FL, 33330

Business Phone: (305) 722-0099
Square Footage: 470

License Type: Contractor Engineering

CERTIFICATE OF USE

*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership.

**The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.

METRO EXPRESS, INC.
State Wide General & Engineering Contractors
CGCO50965 - E-201301

LICENSED
INSURED
BONDED

VILLAGE OF PALMETTO BAY

Village Clerk's Office

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

Bid Title: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

ITB No.: 2026-11-014

Bid Due & Time: 03/05/2026 at 3:00 P.M.

9390 NW 109th Street / Medley, Florida 33178 / Telephone: (305) 885-1330 / Fax: (305) 885-1327
An equal opportunity employer

Invitation to Bid

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

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED: Tuesday, February 17th, 2026

CONTACT PERSON:

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

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
102-1	Maintenance of Traffic	LS	1	$ 3,000.00	$ 3,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 2,000.00	$ 2,000.00
110-1	Clearing and Grubbing	LS	1	$ 3,000.00	$ 3,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 7.00	$ 2,296.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 36.00	$ 12,852.00
425-1	Type P- Catch Basin	EA	1	$ 9,500.00	$ 9,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 9,500.00	$ 9,500.00
425-4	Stormwater Baffle	EA	3	$ 1,000.00	$ 3,000.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,000.00	$ 3,000.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,500.00	$ 1,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 250.00	$ 75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 81.00	$ 1,944.00
570-1-2	Performance Turf (Sod)	SY	87	$ 27.00	$ 2,349.00
				GRAND TOTAL	$ 152,941.00

Total Bid Amount..... $ 152,941.00
Total Bid Amount (in words): One hundred fifty two thousand nine hundred forty one Dollars and zero Cents
Signature of Official: _____, Pres
Name: Delio A. Trasobares
Title: President
Company: Mehp Express, Inc.
Date: 3/5/24

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: Delio A Trasobares

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 3/5/26

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

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: ITB 2022-35, Alameda NW & w.Lakes Gardens 2nd Addition Drainage Improvements Project, consisted of removal of existing drainage system and installation of French Drain, solid pipe, inlets and manholes.

Initial Value of Contract: $1,700,000.00 Final Value of Contract: $1,700,000.00

Length of Contract: One Year

Would you enter into a contract with the Company in the future? ✓ Yes _____ No

Were the services provided acceptable and of quality standards: ✓ Yes _____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes _____ No

If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

_____

_____

_____

_____

Name of Public Entity/Company: Town of Miami Lakes

Name of Individual completing this form: Anaily Padron, P.E.

Signature: _____ Title: Capital Improvements Project Manager

Telephone: 305-364-6100 ext 1133 Email: padrona@miamilakes-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: 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: _____ 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Milling and Resurfacing

Initial Value of Contract: $3,621,542.86 Final Value of Contract: $3,621,542.86

Length of Contract: 720-Calender Days

Would you enter into a contract with the Company in the future? x Yes ____ No

Were the services provided acceptable and of quality standards: x Yes ____ No

Was the Company responsive to your requests and resourceful with the task? x Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
x Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Miami Dade County DTPW Division

Name of Individual completing this form: Damian Reyes

Signature: Damian Reyes Title: Project Manager

Telephone: 786-593-4608 Email: Damian.Reyes@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: Delio A Trasobares

Name (typed): Delio A Trasobares

Title: President

Company: Metro Express, Inc.

Date: 3/5/24

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Metro Express, Inc.

Date Addendum Received 2/26/26

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Metro Express, Inc.

Date Addendum Received 03/02/26

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: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

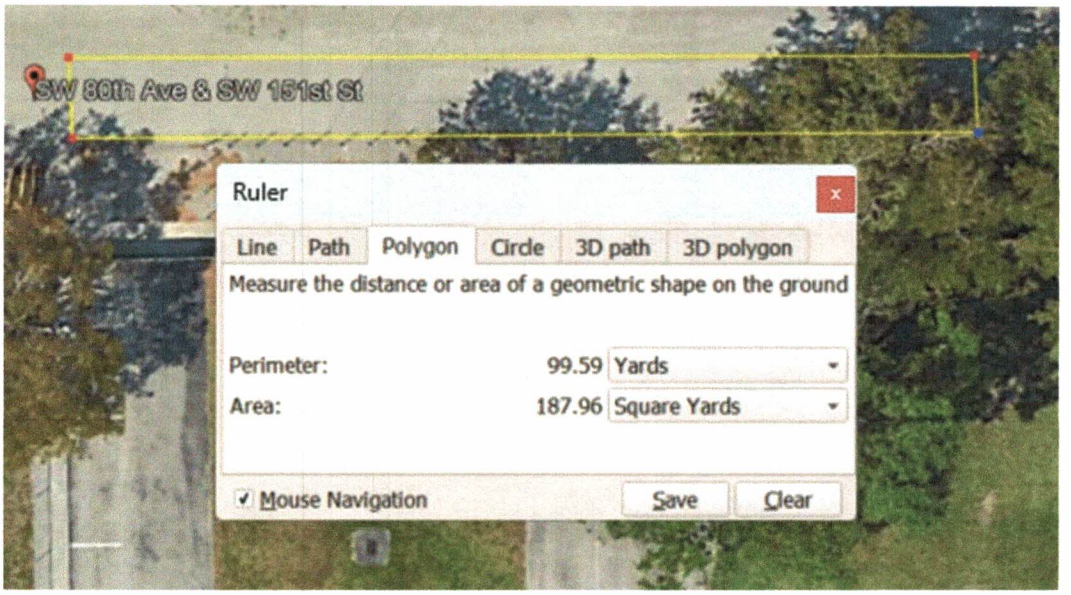
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 3rd day of March, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

_____

By: _____ (Title) President
(Principal)
Metro Express, Inc.

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

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.

NOTARIAL SEAL STATE OF OHIO

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 3rd day of March, 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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

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. 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.

Title: President

Company: Metro Express, Inc.

Date: 3/5/24

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 5 day of March, 2026, by Delio A. Trasobares. He/She was ✓ 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: 3/5/26

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 5 day of March, 2026, by Delio A. Trasobares. He/She was ✓ 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

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: 3/5/24

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 5 day of March, 2026, by Delia A. Trasobares. He/She was ✓ 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: 3/5/24

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 5 day of March, 2026, by Delio A. Trasobares. He/She was ✓ 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 Paving & Drainage Improvements ITB# 2026-11-004, 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: [signature]

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 3/5/26

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 5 day of March, 2026, by Delio A. Trasobares.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

[signature]
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: 3/5/24

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 5 day of March, 2026, by Delio A. Trasobares. He/She was ✓ 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

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 3/5/26 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: _____

Name (typed): Delio A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 3/5/26

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 5 day of March, 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** ✓ **physical presence or** _ **online notarization**, this 5 day of March, 2026, by Delio A. Trasobares. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 5 day of March, 2026.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

NOTARY PUBLIC STATE OF FLORIDA
ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

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

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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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

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

Foreign Country of Concern Attestation

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

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

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

Printed Name: Delio A. Trasbares

Title: President

Signature: [signature] Date: 3/5/26

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. Medley, Fl. 33178
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:
Date: 3/5/24.

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 N.W. 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
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

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 ▶ 3/5/26

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:

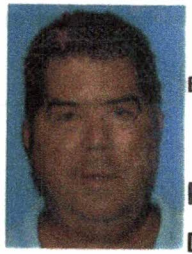
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your 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.



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]

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.

872

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

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

4486379

RECEIPT NO.
RENEWAL
4683810

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 ENGINEERING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/22/2025
WFED1-25-015613

Worker(s) 10

E201301

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

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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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).

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Paving and Drainage Improvements Project (Localized Drainage Projects)** ITB No. 2026-11-004 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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
ITB No. 2026-11-004 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

PERFORMANCE BOND

PROJECT TITLE: **Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** (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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

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

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

DATED on _____, 20___.

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

Witness:_____

Principal

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

Witness:_____

Surety

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: Paving and Drainage Improvements Project (Localized Drainage Projects)

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.

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 "___", 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# 2026-11-004

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

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 "C" 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

_____ 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)

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 Eighty-Three Thousand Seven Hundred Fifty-Four Dollars and Zero Cents ($83,754.00). 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, _____ Department, _____, 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.

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 without Cause.** 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, subject to the cure period provided in Section 27.0, 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 without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 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 and 00/100 Dollars ($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 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 subconsultants. 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 be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance/Bond 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.

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

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.

17.0 Independent Contractor

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

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:

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.

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

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 $_____2, 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The 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 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 CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, 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.

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.

45.0 Iron and Steel in Public Works Projects

Section 255.0993, Florida Statutes, requires local governmental entities to include a requirement in contracts for projects using any State funds that certain iron or steel products be produced in the United States, authorizes the minimal use of foreign steel and iron materials in certain circumstances, and exempts specified products from the requirement.

Should the use of American iron or steel causes an increase of total project cost by twenty (20) percent, or if materials are not readily available, or materials cannot be purchased in sufficient quantities.

IN WITNESS WHEREOF, the 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": Paving and Drainage Improvements Project (Localized Drainage Projects) (.PDF FILE)

(Total of 1 .pdf to download with solicitation)

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Paving and Drainage Improvements Project (Localized Drainage Projects)
No. 2026-11-004

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a paving and drainage improvement project. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, March 5th, 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 "**Paving and Drainage Improvements Project (Localized Drainage Projects) ITB# 2026-11-004**". **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, February 24th, 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, February 17th, 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.

PABON ENGINEERING, INC

A. Pabon Engineering, Inc. has the authorization to conduct business and holds an Underground Utility Contractor's license for the installation of water distribution systems, water main extensions or similar type work and valid certifications of competency of qualifications, issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes. License No. CUC1223949
Pabon Engineering, Inc. also holds a Paving Engineering license from the Construction Trades Qualifying Board Business Certificate of Competency. License No. E1800135

B. Experience
1.Pabon Engineering has been in business for 25 years now.
2. 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.

Lead Team Information

- Anibal Pabon, Construction Manager– Oversee entire project onsite and in office. Experience: Over 20 yrs. Ph: 305-218-3547
- Alejandro Balsinde – Project Manager – Will plan, budget, oversee all aspects of project. Experience: 15 yrs. Ph: 305-297-4883
- Emily Cortes, Assistant Project Manager – Will along side Project Manager oversee all aspects of project.
- Jesus Martinez – Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: Over 20 yrs.
- Juan Felipe – Operator – Over 20 years.
- Mauro Velasquez – Pipe Layer – Experience: Over 20 years.

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,500.00	$ 10,500.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 1,400.00	$ 1,400.00
110-1	Clearing and Grubbing	LS	1	$ 2,000.00	$ 2,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 15.00	$ 4,920.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 25.00	$ 8,925.00
425-1	Type P- Catch Basin	EA	1	$ 7,500.00	$ 7,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,500.00	$ 8,500.00
425-4	Stormwater Baffle	EA	3	$ 600.00	$ 1,800.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,000.00	$ 3,000.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,000.00	$ 1,000.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 260.00	$ 78,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 50.00	$ 1,200.00
570-1-2	Performance Turf (Sod)	SY	87	$ 20.00	$ 1,740.00
				GRAND TOTAL	$ 159,485.00

Total Bid Amount..... $ 159,485.00

Total Bid Amount (in words): One Hundred Fifty Nine Thousand Four Hundred Eighty Five Dollars and zero Cents.

Signature of Official:

Name: Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 03/05/2026

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 02/26/2026

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: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 03/02/2026

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.

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: 03/05/2026

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

TBD however, Pabon Engineering, Inc intends to self perform 100% of the project.

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Pabon Engineering, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Furnish and install approximately 9,483 LF of gravity sewer main (16-inch to 8-inch DIP and PVC C900), 2,660 LF of 6-inch sewer laterals, and 49 precast concrete manholes. Install 181 LF of sewage force main, 120 LF of 24-inch steel casing via jack and bore, and 100 LF of 8-inch water main. Complete all associated concrete and trench restoration, plus milling, resurfacing, and restriping of approximately 40,000 SY.

Initial Value of Contract: $ 5,298,424.36 Final Value of Contract: Pending

Length of Contract: 302 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: Alexis Valdes

Signature: Alexis Valdes Title: Construction Manager 2

Telephone: (786) 552- 4364 Email: alexis.valdes@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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Pabon Engineering, Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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? Yes Yes ____ No

Were the services provided acceptable and of quality standards: Yes Yes ____ No

Was the Company responsive to your requests and resourceful with the task? Yes Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

Yes Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of Margate

Name of Individual completing this form: Dany Kabrit

Signature: Dany Kabrit Title: Project Manager

Telephone: 954-218-8264 Email: dkabrit@margatefl.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Pabon Engineering, Inc.

To Whom it May Concern,

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

Contracted Services Information:

Scope of Work: The work 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.

Initial Value of Contract: $625,000.00 Final Value of Contract: Pending

Length of Contract: 60 days

Would you enter into a contract with the Company in the future? X Yes _____ No

Were the services provided acceptable and of quality standards: X Yes _____ No

Was the Company responsive to your requests and resourceful with the task? X Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

X Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Highly recommend Pabon for Civil Construction projects, we had an excellent experience with them. They were very professional and provided very high quality workmanship and delivary. I would contract with them again.

Name of Public Entity/Company: A.M.I. Engineering, LLC

Name of Individual completing this form: Francisco J. Alonso, PE

Signature: _____ Title: Engineer

Telephone: (305)803-2569 Email: falonso@amiengineer.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Pabon Engineering, Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: 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.

Initial Value of Contract: $1,211,148.00 Final Value of Contract: $1,360,000.00

Length of Contract: 270 days.

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

THE WORK PERFORMED BY PABON ENGINEERING AT THE SOUTH MIAMI HEIGHTS PARKING FACILITY PROVED TO SATISFACTORY, WITHIN BUDGET AND TIME FRAME. THERE WAS NO ACCIDENT OR INCIDENT TO RECORD AND THERE HAS BEEN NO REASON TO RETURN TO THE SITE FOR CORRECTIONS.

Name of Public Entity/Company: Miami Dade Water & Sewer

Name of Individual completing this form: Paul Castell

Signature: [signature] 2/25/2026 Title: W&S Construction Manager 2

Telephone: 786-552-4413 Email: paul.castell@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: 03/05/2026

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: Owner, the Company that has submitted the attached Bid;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 03/05/2026

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 5th day of March, 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
Sonced through National Notary Assn.

Denise Rangel
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 Anibal Pabon

For Pabon Engineering, Inc.

Whose business address is: 13028 SW 128 ST. Miami FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc

Date: 03/05/2026

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 5th day of March, 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

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)

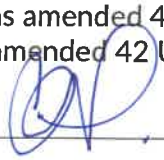
whose business address is: 13028 SW 128 ST. Miami, FL 33186

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: 03/05/2026

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 __ day of _____, 202__, 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	11405 SW 252 Terr. Homestead FL 33032	100 %
Milagro Pabon	14514 SW 142 PL Cir. Miami FL 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:

N/A

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc

Date: 03/05/2026

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 __ day of _____, 202__, 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
Bonced through National Notary Assn.

Denise Rangel
NOTARY PUBLIC, STATE OF FLORIDA

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# 2026-11-004, 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: 03/05/2026

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 5th day of March, 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: 03/05/2026

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 __ day of _____, 202__, 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 March 5th, 2026 at 3:45 P.m
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc

Date: 03/05/2026

E-VERIFY AFFIDAVIT

STATE OF FL

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 5th day of March, 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 __ day of _____, 202_, by Anibal Pabon.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 5th day of March, 2026.
My Commission Expires: 04/10/2029

Denise Kangel
Notary Public

NHCS – E-Verify 081815

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

Foreign Country of Concern Attestation

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

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

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

Printed Name: Anibal Pabon

Title: President

Signature: 

Date: 03/05/2026

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: FL Zip: 33186

Phone number: 305-218-3547 Email Address: pabonengineeringeoutlook.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: 03/05/2026

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)
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 ST

Requester's name and address (optional)

City, state, and ZIP code
Miami FL 33186

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
0 1 - 0 5 6 9 3 8 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 03/05/2026

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 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 25th day of February, 2026 and attested by its Power of Attorney, A.D., 2026.

ATTEST:

Anthony Almendro

Milagro Pabon

Milagro Pabon

By: _____ (Title)
(Principal)

ATTEST:

Doreen Shearin

Sherrin Martinez, CSR

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.

NOTARIAL SEAL
STATE OF OHIO

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 25th day of February, 2026

Secretary

BN-1005 (3/17)

Invitation to Bid

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

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED: Tuesday, February 17th, 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)
Paving and Drainage Improvements Project (Localized Drainage Projects)
No. 2026-11-004

The Village of Palmetto Bay is seeking bids from a qualified Company to construct a paving and drainage improvement project. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, March 5th, 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 "**Paving and Drainage Improvements Project (Localized Drainage Projects) ITB# 2026-11-004**". **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, February 24th, 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, February 17th, 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")

Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")

Construct a paving and drainage improvement project for the Village (Invitation to Bid# 2026-11-004). The Project areas are generally located at the following locations:

1. 9240 SW 168th Street
2. SW 174th Street and SW 93rd Place (West Side of SW 93rd Place)
3. SW 151st Street and SW 80th Avenue (Northbound Lane along SW 80th Avenue)

The Project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing 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 Monday, March 2nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 2nd, 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 after the award is issued.

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 (l0) days of written demand by the Village.

3.23 Litigation

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

3.24 Subcontractors

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

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Construct a paving and drainage improvement project for the Village (Invitation to Bid# 2026-11-004). The Project area is generally located at the following locations:

1. 9240 SW 168th Street
2. SW 174th Street and SW 93rd Place (West Side of SW 93rd Place)
3. SW 151st Street and SW 80th Avenue (Northbound Lane along SW 80th Avenue)

The Project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing 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 contractor. 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 following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00
102-1	Maintenance of Traffic	LS	1	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 2,500.00	$ 2,500.00
110-1	Clearing and Grubbing	LS	1	$ 2,500.00	$ 5,500.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 30.00	$ 9,840.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 40.00	$ 14,280.00
425-1	Type P- Catch Basin	EA	1	$ 6,500.00	$ 6,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 15,000.00	$ 15,000.00
425-4	Stormwater Baffle	EA	3	$ 1000.00	$ 3,000.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,300.00	$ 3,900.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 2,500.00	$ 2,500.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 200.00	$ 14,000.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 250.00	$ $75,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 100.00	$ 2,400.00
570-1-2	Performance Turf (Sod)	SY	87	$ 30.00	$ 2,610.00
				GRAND TOTAL	$ 177,030.00

Total Bid Amount..... $ 177,030.00
Total Bid Amount (in words): One Hundred Seventy Seven Thousand, Thirty Dollars and Zero Cents

Signature of Official: _____
Name: Jonathan J. Pimentel
Title: President
Company: Pimentel Construction Group, LLC
Date: 03/05/2026

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$	$
102-1	Maintenance of Traffic	LS	1	$	$
104-10	Stormwater Pollution Prevention Plan	LS	1	$	$
110-1	Clearing and Grubbing	LS	1	$	$
110-2	Existing Structures - To be removed	EA	0	$	$
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$	$
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$	$
425-1	Type P- Catch Basin	EA	1	$	$
425-2	Manholes (Type J-7T)	EA	1	$	$
425-3	Manholes (Type P-7T)	EA	0	$	$
425-4	Stormwater Baffle	EA	3	$	$
425-5	Core Drill Existing Inlet	EA	3	$	$
425-6	Adjusting Existing Utility Covers	LS	1	$	$
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$	$
443-1	French Drain (18" HDPE Pipe)	LF	300	$	$
524-1	Asphalt Aprons (2" minimum)	SY	24	$	$
				GRAND TOTAL	**$**

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

_____
Signature of Official: _____
Name: _____
Title: _____
Company: _____
Date: _____

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 3:00 p.m. EST March 5th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the Contract is subject to Village Council approval. Other aspects of approval are experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, February 24th, 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, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 2nd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 5th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

7.01 Contract Award

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under 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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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
Self Perform			

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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, Jonathan J. Pimentel being first duly sworn state:

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

84-1924774

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

Pimentel Construction Group, LLC

Name of Entity, Individual, Partners or Corporation

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

4490 SW 154th Avenue, Miami, FL 33185

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Jonathan J. Pimentel	4490 SW 154th Avenue, Miami, FL 33185	100 %
		%
		%

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 02 day of March, 2026, by Jonathan J. Pimentel. 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 Pimentel Construction Group, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 02 day of March, 2026, by Jonathan J. Pimentel. 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 Miami-Dade)

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

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 02 day of March, 2026, by Jonathan J. Pimentel. 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.

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jonathan J. Pimentel (the individual attesting below), being duly authorized by and on behalf of Pimentel Construction 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 02 day of March, 20 26.

_____

Signature of Affiant

Print or Type Name: Jonathan J. Pimentel

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.

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

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

Printed Name: Jonathan J. Pimentel

Title: President

Signature: _____ Date: 03/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pimentel Construction Group, LLC ("**Company**")

Vendor FEIN: 84-1924774

Address: 4490 SW 154th Avenue

City: Miami State: FL Zip: 33185

Phone number: 786-531-1565 Email Address: info@thepimentelgroup.com

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

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

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

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

Written Declaration

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

Printed Name: Jonathan J. Pimentel

Title: President

Signature: _____

Date: 03/02/2026

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)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Paving and Drainage Improvements Project (Localized Drainage Projects)** ITB No. 2026-11-004 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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
ITB No. 2026-11-004 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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: **Paving and Drainage Improvements Project (Localized Drainage Projects) (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** (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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**
CONTRACTOR:
CONTRACT NO: **2026-11-004**
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 **Paving and Drainage Improvements Project (Localized Drainage Projects)** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

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

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

DATED on _____, 20___.

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

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

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: **Paving and Drainage Improvements Project (Localized Drainage Projects)**

Invitation to Bid#: 2026-11-004

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: Paving and Drainage Improvements Project (Localized Drainage Projects)

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.

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 "___", 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# 2026-11-004

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

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 "C" 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

_____ 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)

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 Eighty-Three Thousand Seven Hundred Fifty-Four Dollars and Zero Cents ($83,754.00). 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, _____ Department, _____, 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.

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 without Cause.** 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, subject to the cure period provided in Section 27.0, 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 without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 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 and 00/100 Dollars ($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 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 subconsultants. 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 be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance/Bond 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.

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

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.

17.0 Independent Contractor

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

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:

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.

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

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 $_____2, 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The 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 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 CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, 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.

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.

45.0 Iron and Steel in Public Works Projects

Section 255.0993, Florida Statutes, requires local governmental entities to include a requirement in contracts for projects using any State funds that certain iron or steel products be produced in the United States, authorizes the minimal use of foreign steel and iron materials in certain circumstances, and exempts specified products from the requirement.

Should the use of American iron or steel causes an increase of total project cost by twenty (20) percent, or if materials are not readily available, or materials cannot be purchased in sufficient quantities.

IN WITNESS WHEREOF, the 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": Paving and Drainage Improvements Project (Localized Drainage Projects) (.PDF FILE)

(***Total of 1 .pdf to download with solicitation***)

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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
Self Perform			

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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

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: SW 82nd Bike Lanes Improvements
Invitation to Bid No. 2026-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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, Asphalting, Concrete Curl and Gutter, ADA Ramp, Concrete Sidewalk, Drainage structures, Striping and Signs

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:

Pimentel Construction Group LLC has done several public Roadway Project for our organization. All project has been completed Sucess fully, on Time, and High Quality. We continue contracting Pimentel for several Project in Tri-County Area

Name of Public Entity/Company: FDOT District 6 and Miami Dade County PW/AGC Elect G

Name of Individual completing this form: Tomas V. Curbelo

Signature: _____ Title: President

Telephone: 305 823 22 80 Email: Tomas@agcelectric.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: SW 82nd Bike Lanes Improvements
Invitation to Bid No. 2026-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: CONTRACTOR IS IN CURRENT POOL OF PRE-QUALIFIED CONTRACTORS FOR SIDEWALK, CURB & GUTTER, MISC. CONCRETE, MILLING, RESURFACING STRIPING.

Initial Value of Contract: 500,000.00 (P.O.) Final Value of Contract: 5,000,000. (per P.O.)

Length of Contract: On-Going

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:

VERY PROFESSIONAL & EXTREMELY RELIABLE FIRM.

Name of Public Entity/Company: CITY OF DORAL

Name of Individual completing this form: JULIO AMOEDO

Signature: _____ Title: ASSISTANT PUBLIC WORKS DIRECTOR

Telephone: 786-697-8700 Email: JULIO.AMOEDO@CITYOFDORAL.COM

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 2nd day of March, 2026, by Jonathan Pimentel. 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
Veronica Segastume
My Commission HH 531046
Expires 6/7/2028

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 Jonathan J. Pimentel

For Pimentel Construction Group

Whose business address is: 4490 SW 154 Avenue, Miami, FL 33185

And (if applicable) its Federal Employer Identification Number (FEIN) is: 84-1924774

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group

Date: 03/02/26

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 02 day of March, 2026, by Jonathan Pimentel 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
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

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: Jonathan J. Pimentel | President
(print individual's name and title)

for: Pimentel Construction Group, LLC
(print name of entity submitting sworn statement)

whose business address is: 4490 SW 154 Avenue, Miami, FL 33185

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-1924774

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

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

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

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group

Date: 03/02/26

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 02 day of March, 2026 by Jonathan J. Pimentel. 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
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

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, Jonathan J. Pimentel being first duly sworn state:

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

84-1924774

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

Pimentel Construction Group, LLC

Name of Entity, Individual, Partners or Corporation

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

4490 SW 154th Avenue, Miami, FL 33185.

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Jonathan J. Pimentel	4490 SW 154th Avenue, Miami, FL 33185	100 %
		%
		%

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 02 day of March, 2026, by Jonathan J. Pimentel. 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
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Pimentel Construction Group, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 02 day of March, 2026, by Jonathan J. Pimentel. 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
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

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 _____ _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

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 02 day of March, 2026, by Jonathan J. Pimentel. 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
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

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

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 03/02/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jonathan J. Pimentel (the individual attesting below), being duly authorized by and on behalf of Pimentel Construction 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 02 day of March, 2026.

Signature of Affiant

Print or Type Name: Jonathan J. Pimentel

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 02 day of March, 2026 by Jonathan Pimentel. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 2nd day of March, 2026.
My Commission Expires: 6/7/28

_____
Notary Public

NHCS – E-Verify 081815

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

Foreign Country of Concern Attestation

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

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

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

Printed Name: Jonathan J. Pimentel

Title: President

Signature: _____ Date: 03/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pimentel Construction Group, LLC ("**Company**")

Vendor FEIN: 84-1924774

Address: 4490 SW 154th Avenue

City: Miami State: FL Zip: 33185

Phone number: 786-531-1565 Email Address: info@thepimentelgroup.com

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

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

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

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

Written Declaration

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

Printed Name: Jonathan J. Pimentel

Title: President

Signature:

Date: 03/02/2026

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.)

PIMENTEL CONSTRUCTION GROUP

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) . . . . S

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.

4490 SW 154th Avenue

6 City, state, and ZIP code

Miami, FL 33185

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

8	4	–	1	9	2	4	7	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**	**Date** 02/10/2026

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pimentel Construction Group, LLC (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of WI 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 Pimentel Construction Group, LLC as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Old Republic Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 5th day of March, and attested by its Secretary, A.D., 2026.

ATTEST:

_____

_____

Pimentel Construction Group, LLC
4490 SW 154th Ave, Miami, FL 33185

By: _____ (Title)
(Principal)

ATTEST: As per attached Power of Attorney

_____

Alexia Rivas, Secretary

Old Republic Surety Company
P.O. BOX 1635
Milwaukee, WI 53201

By: _____
(Surety) Attorney-in-Fact, Jarrett Merlucci

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

1047

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: SUSAN KLEIN, WILLIAM F. KLEIS, MICHELLE LIWOSZ, JESSICA MARTIN, JARRETT MERLUCCI, MEILISSA MILLER, DEBORAH S. NEICHTER, CHARLES J. NIELSON, SANDRA OBRIEN GLEESON, LANCE KINNEY, ASHLEY ALEXANDRA LAMBERT, DON A. LAMBERT III, TINA MANGUM, CHRIS O. MARTIN, LEIGH MCCARTHY, DAVOR I. MIMICA, JACOB MOTTO, SHARON MYERS, JASON C. PALMER, CATHY PHAN, of LEESBURG, 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 11th day of February, 2025.

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 11th day of February, 2025, 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.

92-3071

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 5th day of March, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ACRISURE SE PARTNERS INS SVCS

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

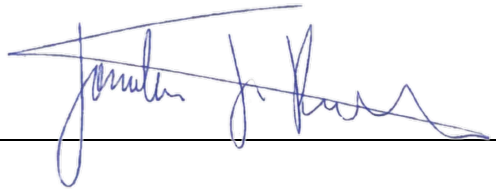
Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Pimentel Construction Group, LLC

Date Addendum Received 02/27/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Jonathan J. Pimentel

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: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

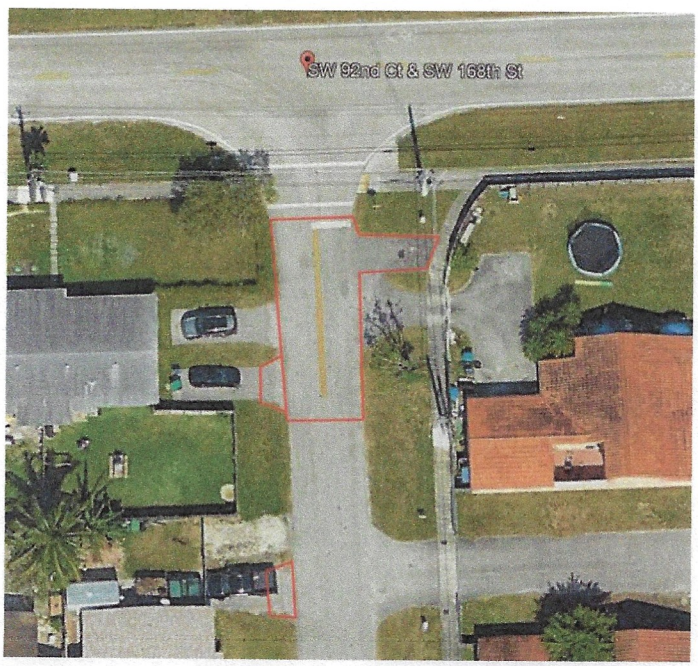
Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

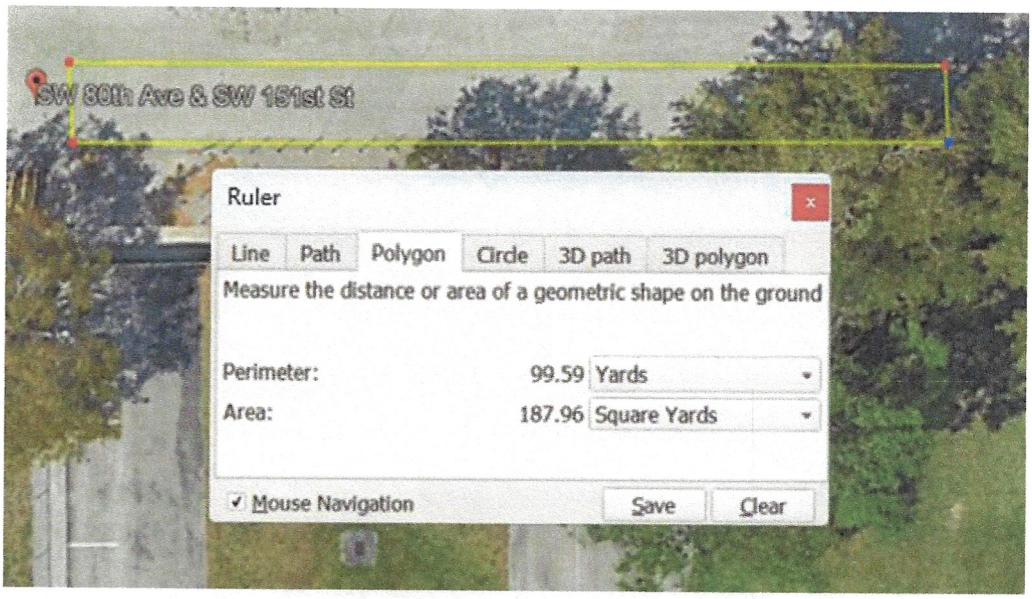
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Pimentel Construction Group

Date Addendum Received 03/01/26

Total Pages of Addendum including Acknowledgement 3

Print Name Jonathan Pimentel

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.

PIMENTEL CONSTRUCTION GROUP, LLC
4490 SW 154th Avenue
Miami, Fl 33185
Off: 786-531-1565
Mob: 786-727-9067
Email: info@thepimentelgroup.com
CGC1528272

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

Subject: Introduction to Pimentel Construction Company, LLC

Dear, Ms. Bencomo,

I trust this letter finds you in good health. I am writing to introduce Pimentel Construction group, a leading force in the construction industry known for its commitment to excellence and unwavering dedication to delivering high-quality construction projects.

About us:
Pimentel Construction has been a key player in the construction sector for the past 5 years and their personnel have over 15 years' experience in south Florida. We specialize in Residential, Commercial, Government projects and have completed a multitude of projects.

Our Services:
At Pimentel Construction, we offer comprehensive range of construction services, including but not limited to:

- General Contracting, Project Management
- Sidewalks, Curbs Constructions
- Milling and Resurfacing
- Earthworks and Drainage Constructions

Commitment to Quality:
Quality is at the forefront of everything we do. Our team of skilled professionals, including experienced Engineers, Project Managers and Construction Workers, ensure that each project meets or exceeds industry standards. We are proud of our reputation for delivering projects on time and within budget without compromising on quality.

PIMENTEL CONSTRUCTION GROUP, LLC
4490 SW 154th Avenue
Miami, Fl 33185
Off: 786-531-1565
Mob: 786-727-9067
Email: info@thepimentelgroup.com
CGC1528272

Safety First:

The safety of our team members, clients, and the community is of paramount importance to us. We adhere to strict safety protocols and standards to create a secure working environment.

Recent projects:

Arco Murray – Coral Spring Storage – Mill and Resur, Sidewalks, Curbs, Comp 2021, Bud $135,000.
City of Miami – B173645 Drainage Installation, Milling and Resurfacing, Comp 2021, Bud $200,000.
Miami-Dade - 20210056 – ADA Ramps modifications, Curb and Gutter, Comp 2022, Bud $369,000.
City of Miami – B193615 – Speed tables x 5 Locations, Mill and Resurf, Comp 2022, Bud $195,000.
MG3 Developer – SW 120th St – Intersection improvements, Comp 2022, Bud $ 59,000.

Contact Us:

We would be honored to discuss how Pimentel Construction can contribute to the success of your upcoming projects. Please feel free to contact us at info@thepimentelgroup.com or 786-531-1565 to arrange a meeting or request additional information.

Thank you for considering Pimentel Construction for your construction needs. We look forward to the opportunity to collaborate with the Town of Palmetto Bay and contribute to the success of your future endeavors.

Sincerely,

Jonathan J. Pimentel
President
Pimentel Construction Group, LLC
786-531-1565

Jonathan J. Pimentel

4490 SW 154th Ave • Miami, FL. 33185 • jonathan.j.pimentel@gmail.com • 786-531-1565

Education

Florida International University 2007
Bachelor of Business Administration in Management Information Systems

Miami Dade College 2004
Associate in Arts in Business Administration

Certifications

General Contractor
(2019- Present)
Florida Department of Business and Professional Regulations
Credential ID: CGC1528272

Asphalt Plant/Roadway Level II (2005 – Present)
Florida Department of Transportation

Quality Control Manager (2005 – Present)
Florida Department of Transportation

OSHA 10 Certified

Experience

H & J Asphalt Miami, FL

Project Manager **2003-Present**

- Successfully established and implemented the management of the company's Quality Control Plan.
- Adhere to operation controls, including federal and state regulatory procedures to ensure the safety and security of employees and company assets.
- Oversee all product development procedures to identify deviations from quality standards.
- Collaborate and conduct quality control meetings with roadway technicians, plant technicians, paving crews, milling crews, concrete, excavation crews, and other target constituencies.
- Interpret and execute project plans and specifications
- Ensure that manufactured products meet set standards of quality, reliability, and performance.
- Assess cost control, quality reports, forecasts, production & safety protocols.
- Manage the planning and execution of projects and contracts by organizing work methods and developing schedules.
- Operate the financial components including identification of potential change orders and the cumulative impact to the schedule and project as it relates to safety, margin expectations, productivity, and equipment
- Negotiate contracts with external vendors/Subcontractors to reach profitable agreements.
- Assist ownership as a technical specialist, advisor, or expert.
- Supervise all necessary staff to ensure the completion of project assignments.

Jonathan J. Pimentel

Estimator

- Established and implemented H & J Asphalt, Inc's price value books.
- Managed and oversaw all bids.
- Facilitated and executed H & J Asphalt, Inc's to obtain its' largest project from the Florida Department of Transportation.
- Prepared estimates for projects by calculating complete scope of work.
- Reviewed and analyzed historical data from past proposals to determine future trends.
- Requested quotes and eligibility data from sub-contractors

Quality Control Manager

- Responsible for day-to-day quality control of company-performed work.
- Identifies and corrects non-conforming work in an efficient and competent manner.
- Participates in the preparation and communication of construction execution plan, progress schedules and projection of labor and equipment requirements.
- Responsible for the way in which a given job gets done.

Paving Supervisor / CTQP Paving Level II

- Read and interpret schematics and blueprints to ensure accurate execution of project plans
- Monitor and enforce quality control standards to ensure work meets specifications and regulations
- Prepare progress reports and maintain accurate documentation throughout the project
- Overseeing and supervising daily operations of the crew members including the safety, quality, and personal management.
- Perform asphalt paving and milling operations in accordance with FDOT, County, City and Commercial Specifications.

Skills

- Proficient in Microsoft Office programs, Bidx, Bluebeam, Revu & PlanSwift, Windows, and Mac OSX.
- English and Spanish (Written and Oral)

Quality Paving Corp
7875 SW 40 ST. Suit # 229
Miami, Florida, 33155

March 04, 2026

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

Re: ITB NO.: 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

- Contact information & Lead team Information:

  Richard Gonzalez - President & Superintendent - Cell: (305) 525-1456
  Ricardo Alonso - Supervisor - Cell: (305) 906-1734
  Mariela Bormey – Secretary – Office (305) 261-2426

  Office: Ph. (305) 261-2426 Fax: (305) 261-2690
  Email: qualitypavingcorp@hotmail.com

- Year in Business: 28 years, Since July 27, 1998.

Thank you in advance for your attention to this matter.

Sincerely,

Richard Gonzalez
President
Quality Paving Corp.

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Tuesday, February 17th, 2026

CONTACT PERSON:

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

4.1:

BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 20,000.00	$ 20,000.00
102-1	Maintenance of Traffic	LS	1	$ 13,000.00	$ 13,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 4,000.00	$ 4,000.00
110-1	Clearing and Grubbing	LS	1	$ 10,000.00	$ 10,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 10.00	$ 3,280.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 40.00	$ 14,280.00
425-1	Type P- Catch Basin	EA	1	$ 5,000.00	$ 5,000.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,000.00	$ 8,000.00
425-4	Stormwater Baffle	EA	3	$ 300.00	$ 900.00
425-5	Core Drill Existing Inlet	EA	3	$ 500.00	$ 1,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 700.00	$ 700.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 150.00	$ 10,500.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 280.00	$ 84,000.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 90.00	$ 2,160.00
570-1-2	Performance Turf (Sod)	SY	87	$ 12.00	$ 1,044.00
				GRAND TOTAL	$ 178,364.00

Total Bid Amount..... $ 178,364.00

Total Bid Amount (in words): One Hundred Seventy Eight Thousand Three Hundred Sixty Four and 00/100 Dollars

Signature of Official: _____

Name: Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Quality Paving Corp. (hereinafter called the Principal), and Developers Surety and Indemnity Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of California is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Total Amount Bid Dollars ($5% of Total Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Paving and Drainage Improvements Project (Localized Drainage Projects)

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Quality Paving Corp., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Developers Surety and Indemnity Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 2nd day of March, and attested by its Power of Attorney, A.D., 2026.

ATTEST:

_____

Quality Paving Corp.

_____ By: _____ (Title)
(Principal)

ATTEST:

As Per Attached Power of Attorney

Developers Surety and Indemnity Company

As Per Attached Power of Attorney By: _____
(Surety) Attorney-in-Fact
Warren Alter

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

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz , of **Miami Lakes, Fl**

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **10/24/2025**.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this **August 7, 2024**.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

By: DocuSigned by: Janie Clark 876B6D3E22364A8... Janie Clark, Assistant Secretary

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed. 0824

Signed and sealed this 2nd day of March, 2026

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): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

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			

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: Paving and Drainage Improvements Project (Localized Drainage Projects) Invitation to Bid No. 2026-11-004

Name of Company: QUALITY PAVING CORP

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Intersections Improvements-Multiple Sites / # 20220140
Pavement removal; pavement milling; drainage; sidewalks; concrete curb and gutter, etc

Initial Value of Contract: 950,540.00 Final Value of Contract: 879,235.38

Length of Contract: 540 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: H&R Paving, Inc

Name of Individual completing this form: Abe Rodriguez

Signature: _____ Title: Vice-President

Telephone: (305)- 525-1453 Email: abe@hrpaving.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: QUALITY PAVING CORP

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Project name: Push Button Intersections Improvement-South / # 20190236
Drainage, Concrete, limerock base, Paving, etc

Initial Value of Contract: $ 850,000.00 Final Value of Contract: 610,880.79
Length of Contract: 2.5 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:

Name of Public Entity/Company: H& R Paving, Inc
Name of Individual completing this form: Abe Rodriguez
Signature: _____ Title: Vice-President
Telephone: (305) 525-1453 Email: abe@hrpaving.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: QUALITY PAVING CORP

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Project No T6569 / SR 953 / Lejeune road from north of NW 79 ST to south of NW 103 ST Drainage, Concrete Sidewalks & Driveway, Concrete Curb & Gutter.

Initial Value of Contract: 319,134.90 Final Value of Contract: 423,463.54

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: H&R Paving, Inc

Name of Individual completing this form: Abe Rodriguez

Signature: _____ Title: Vice-President

Telephone: (305) 525-1453 Email: abe@hrpaving.corp

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Richard Gonzalez being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

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 04 day of March, 2026, by Richard Gonzalez. He/She was X personally known, -- or produced -- as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

Mariela Bormey
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 Richard Gonzalez & President

For QUALITY PAVING CORP

Whose business address is: 7875 SW 40TH ST, SUITE# 229,Miami, Fl 33155

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0853741

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

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 04 day of March, 2026, by Richard Gonzalez. He/She was X personally known, ---- or produced --- as a form of identification.

WITNESS my hand and official seal

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Richard Gonzalez & President

(print individual's name and title)

for: QUALITY PAVING CORP

(print name of entity submitting sworn statement)

whose business address is: 7875 SW 40TH ST, SUITE # 229, Miami, Fl 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0853741

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

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

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

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

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 04 day of March, 2026, by Richard Gonzalez. He/She was X personally known, --- or produced --- as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

Mariela Bormey
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, Richard Gonzalez being first duly sworn state:

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

65-0853741

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

QUALITY PAVING CORP

Name of Entity, Individual, Partners or Corporation

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

7875 SW 40TH ST, Suite # 229, Miami, FL, 33155

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Richard Gonzalez	7875 SW 40TH ST, STE 229, Miami, 33155	100 %
		%
		%

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

None

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

Continued Next Page

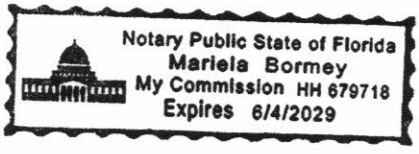
ACKNOWLEDGMENT

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 04 day of March, 2026, by Richard Gonzalez. He/She was X personally known, --- or produced --- as a form of identification.

WITNESS my hand and official seal

Mariela Bormey
NOTARY PUBLIC, STATE OF FLORIDA



ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We QUALITY PAVING CORP Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : None

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

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 04 day of March, 2026, by Richard Gonzalez. He/She was X personally known, --- or produced --- as a form of identification.

WITNESS my hand and official seal

Mariela Bormey
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

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

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

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 04 day of March, 2026, by Richard Gonzalez. He/She was X personally known, -- or produced --- as a form of identification.

WITNESS my hand and official seal

Mariela Bormey
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on March 04, 2026 at Florida, Miami-Dade under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: QUALITY PAVING CORP

Date: 3/4/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Richard Gonzalez (the individual attesting below), being duly authorized by and on behalf of Quality Paving 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 04 day of March, 2026.

Signature of Affiant

Print or Type Name: Richard Gonzalez

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 04 day of March, 2026, by Richard Gonzalez. He/She was _X_ personally known, --- or produced --- as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 04 day of March, 20 26.

My Commission Expires: HH 679718

Mariela Bormey

Notary Public

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

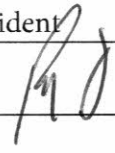
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Quality Paving 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: Richard Gonzalez

Title: President

Signature: 

Date: 3/4/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Quality Paving Corp ("**Company**")

Vendor FEIN: 65-0853741

Address: 7875 SW 40TH ST, Suite # 229

City: Miami State: Florida Zip: 33155

Phone number: (305) 261-2426 Email Address: qualitypavingcorp@hotmail.com

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

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

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

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

Written Declaration

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

Printed Name: Richard Gonzalez

Title: President

Signature:

Date: 3/4/2026

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)
QUALITY PAVING CORP

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
7875 SW 40TH ST, Suite # 229

Requester's name and address (optional)

City, state, and ZIP code
Miami, Fl 33155

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
6 5 - 0 8 5 3 7 4 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/4/2026

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.

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 - Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor QUALITY PAVING CORP

Date Addendum Received 2/26/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Richard Gonzalez

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

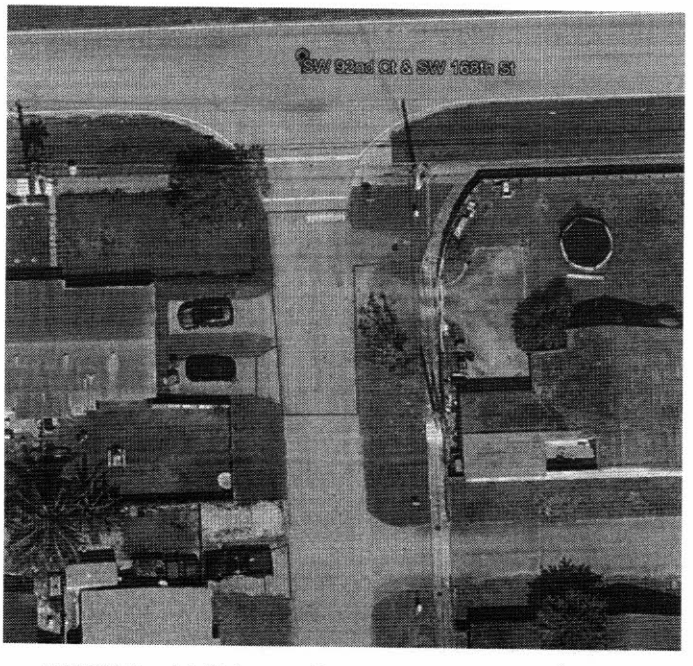
Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

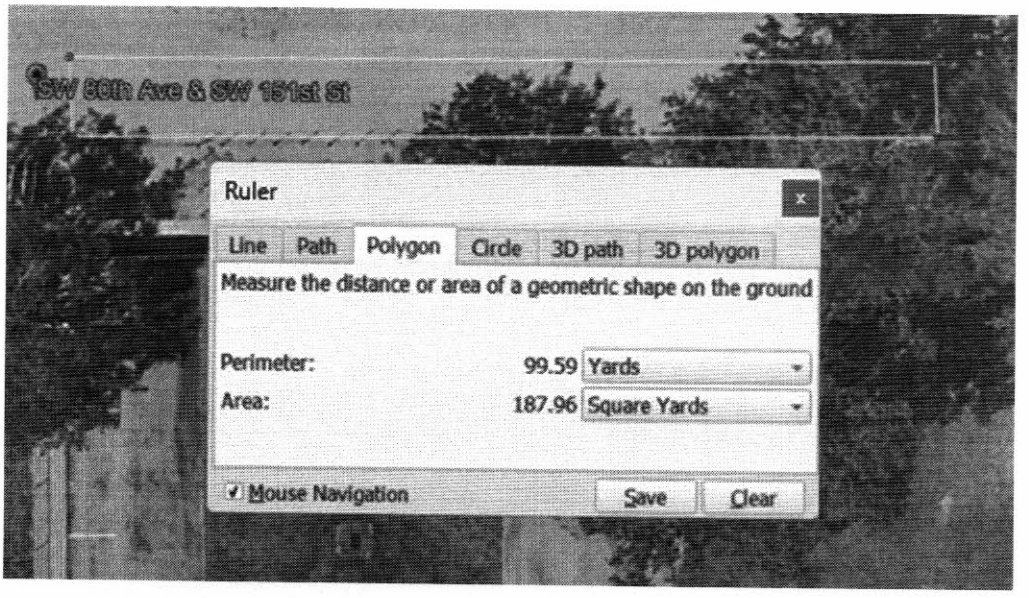
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor QUALITY PAVING CORP

Date Addendum Received March 02, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Richard Gonzalez

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

QUALITY PAVING CORP
7875 SW 40TH ST, SUITE 229, MIAMI, FL, 33155
Phone (305) 261-2426

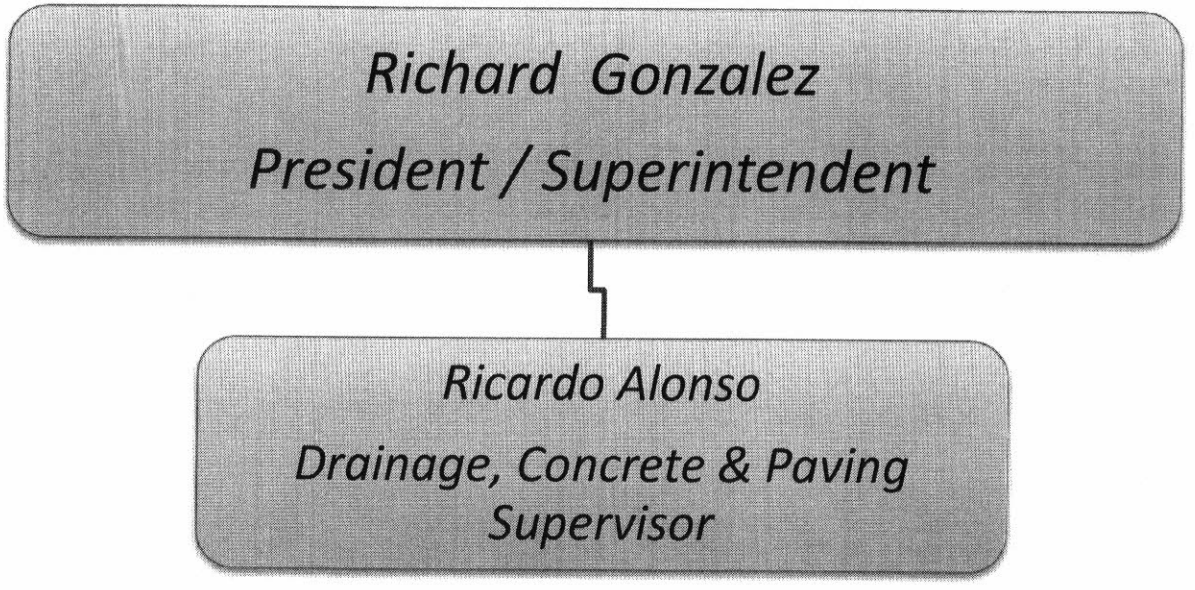
Governmental References - Contracts

Pj. Number	DOLLAR AMOUNT OF WORK PERFORMED	Project Name	WHERE LOCATED CITY - COUNTY	NAME OF OFFICIAL TO REFER	Address of Official
20230003	$ 1,094,672.49	Drainage Improvements Multiple Sites	MIAMI DADE	Alfonso Duarte	DTPW MiamiDade
20230123	$ 731,636.64	Drainage Improvements Multiple Sites	MIAMI DADE	Juan Gonzalez	DTPW MiamiDade
T6569	$ 423,463.54	Lejeune Road from N. of NW 79 ST to S of NW 103 ST	CITY OF HIALEAH (FDOT)	Abelardo Rodriguez	H&R Paving, Inc
RFQ 2022-13	$ 213,721.90	Milling, Resurfacing, and Striping Construction Services	CITY OF DORAL	Abelardo Rodriguez	H&R Paving, Inc
24-2562	$ 231,713.34	Drainage Improvements Multiple Sites	CITY OF HIALEAH	Yamil Alquizar	Streets Department
ITB 22-23-3211-017	$ 328,791.60	French Drain Installation Project	CITY OF HIALEAH	Yamil Alquizar	Streets Department
ITB 2022-03	$ 93,352.34	Intersection improvements along NW 58th street at NW 112	CITY OF DORAL	Kyle Kincaid	Port of Miami
M2021-037	$ 221,914.46	Paving Improvement - Portwide	MIAMI DADE	Kyle Kincaid	Port of Miami
T2771	$ 162,650.60	WASD Pavement Restoration Project(A) 2022 year	MIAMI DADE	Mayra Espinosa	Water & Sewer
20210002	$ 447,226.67	Drainage Improvements Multiple Sites	MIAMI DADE	Juan Gonzalez	DTPW MiamiDade
T4603	$ 731,222.40	SW 64th Ave from SW 35th St to Pembroke Road	BROWARD	Abelardo Rodriguez	H&R Paving, Inc
20190236	$ 610,880.79	Push Button Intersections Improvement-South	MIAMI DADE	Abelardo Rodriguez	H&R Paving, Inc
20200215	$ 670,025.64	Drainage Improvements Multiple Sites	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20200080	$ 422,787.00	Drainage Improvements Multiple Sites	MIAMI DADE	Jose Gutierrez	DTPW MiamiDade
20200036	$ 851,496.88	Drainage Improvements Multiple Sites	MIAMI DADE	Jose Gutierrez	DTPW MiamiDade
20200125	$ 764,203.00	Drainage Improvements CRS North Phase I	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20190188	$ 366,327.68	Drainage Improvements Multiple Sites	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20180201	$ 373,738.25	Sidewalk Improvements Contract	MIAMI DADE	Mercedes Barreras	DTPW MiamiDade
20170319-R	$ 997,818.66	Drainage Improvements Multiple Sites	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20150169	$ 3,702,347.87	Roadway Improvements to SW 328th ST	MIAMI DADE	Abelardo Rodriguez	H&R Paving, Inc
20140085	$ 1,114,646.00	Drainage Improvements Project - Multiple Sites	MIAMI DADE	Alfonso Duarte	DTPW MiamiDade
20140222	$ 750,042.00	Drainage Improvements Project - Multiple Sites	MIAMI DADE	Fred Diaz	DTPW MiamiDade
20150085	$ 575,548.00	Drainage Improvements Multiple Sites	MIAMI DADE	Fred Diaz	DTPW MiamiDade
20110191	$ 3,134,372.00	Improvement to SW 147 Ave from SW 26 St to SW 10 St	MIAMI DADE	Luis Franki	DTPW MiamiDade
HR -AVENTURA	$ 142,580.00	Drainage/Flexible Paving/Pavement Marking	AVENTURA - DADE	Abelardo Rodriguez	H&R Paving, Inc
T-6350 NW 57 AVE	$ 116,907.00	Flexible Paving/Pavement Marking	MIAMI DADE	Abelardo Rodriguez	H&R Paving, Inc
20130173	$ 1,042,447.89	Sidewalk/Flexible Paving/Pavement Marking	MIAMI DADE	Joaquin Montesino	DTPW MiamiDade
20130273	$ 714,166.67	Drainage/Flexible Paving/Pavement Marking	MIAMI DADE	Alberto Tellechea	DTPW MiamiDade
20130157	$ 936,641.79	Drainage/Flexible Paving/Sidewalk	MIAMI DADE	Mercedes Barreras	DTPW MiamiDade
Note:					

Port of Miami, Miami-Dade 1007 N.America Way, Suite 311, Miami, Fl 33132 Ph.305-347-4847 Email:Kyle.Kincaid@miamidade.gov	DTPW Dpt.Transport and Public Work Miami Dade 110 NW 1ST. Street Suite 1420. Miami,FL 33128 Ph. 305-375 4152 Email:juan.gonzalez2@miamidade.gov	Water and Sewer 3071 SW 38th Ave, DOUGLAS BUILDING, Miami, FL 33174 Ph. (786) 268-5044 Email: Mayra.Espinosa@miamidade.gov	City Of Hialeah Streets Department 900 E 56TH ST, BLDG #4.Hialeah, Fl 33013 Ph. (305) 687-2615 Email:Yalquizar@hialeah.gov	H&R Paving, Inc 1955 NW 110 AVE Miami, Fl 33172 Ph.(305) 525-1453 Email: abe@hrpaving.com

Quality Paving Corp
7875 SW 40th ST, Ste # 229, Miami, Fl 33155

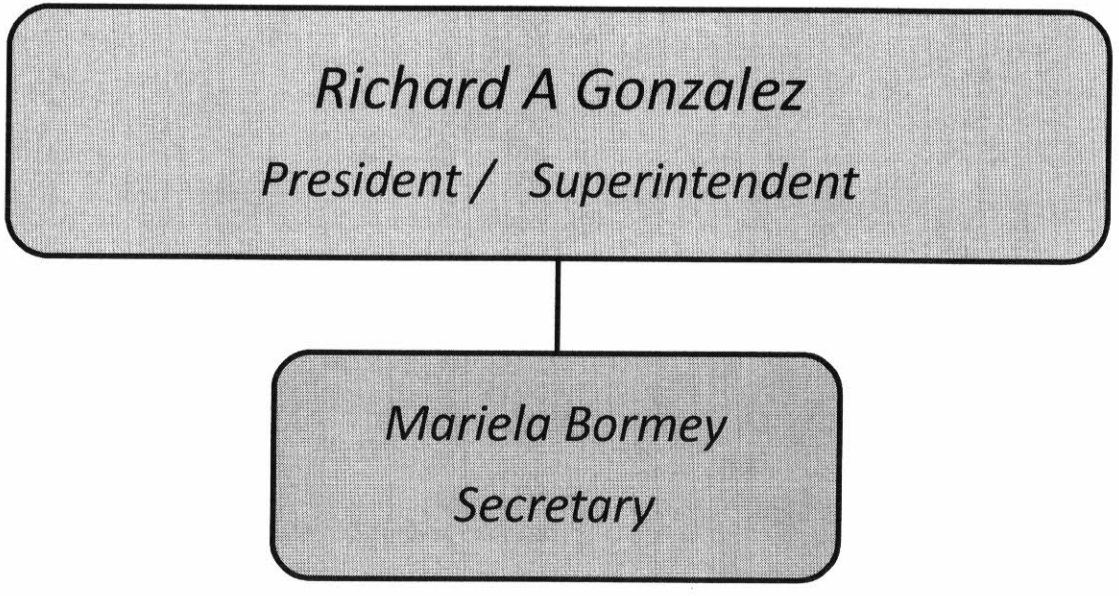
Quality Paving Corp Job Site Organizational Chart



Date: 3/4/2026

Quality Paving Corp
7875 SW 40th ST, Ste # 229, Miami, Fl 33155

Quality Paving Corp Home office Organization Chart



Date:3/4/2026

Richard Gonzalez

4945 Orduna Dr. Coral Gables 33146
305-525-1456
qualitypavingcorp@hotmail.com

PROFESSIONAL EXPERIENCE

Quality Paving Corp

President / General Superintendent 1998 - Present

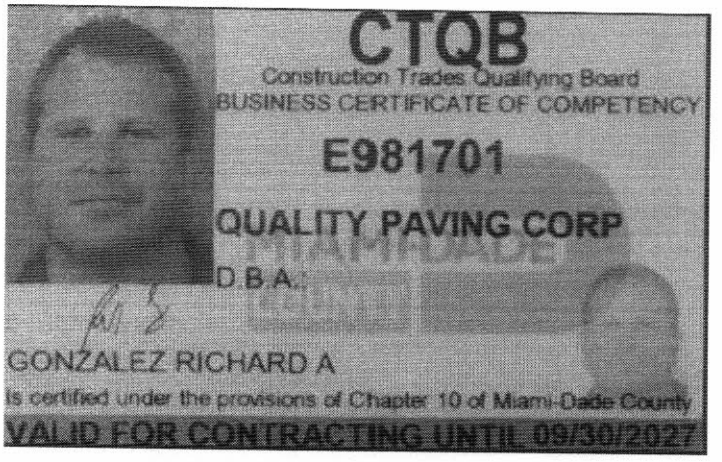
- Construction Management projects which included Drainage, Sidewalks, Roadway Widening, and Parking open space, for various government entities.
- Developed and implemented bidding procedures that resulted in 30% more contracts.
- Successfully bid/contracted more than $26M of work for the company.
- Constructed and managed numerous projects for the private sector including commercial parking lots, Sidewalks, etc.

Assistant Project Manager 1995-1998

- Managed construction of $ 200,000.
- Successfully sequenced work across major roadway, resulting in uninterrupted traffic flow and minimal Congestion.
- Initiated project procedures for contractors and staff, which reduced submittals and enhanced completion of project timeline.

SUMMARY OF QUALIFICATIONS

- Licensed engineer with nearly 28 years experience completing over million-dollar construction projects.
- Construction Management
- Florida Advanced Work Zone Traffic Control.
- Work Zone Safety Certification.
- Asphalt Paving Level II - QC
- Able to monitor, update and successfully meet construction schedules and finish at or under budget.
- Capable of sequencing work to maintain existing operations.
- Skilled in project budgeting and cost analysis with excellent background in estimating.
- Experienced in being and contracting construction work.
- ADA Installation Certification.



CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E981701

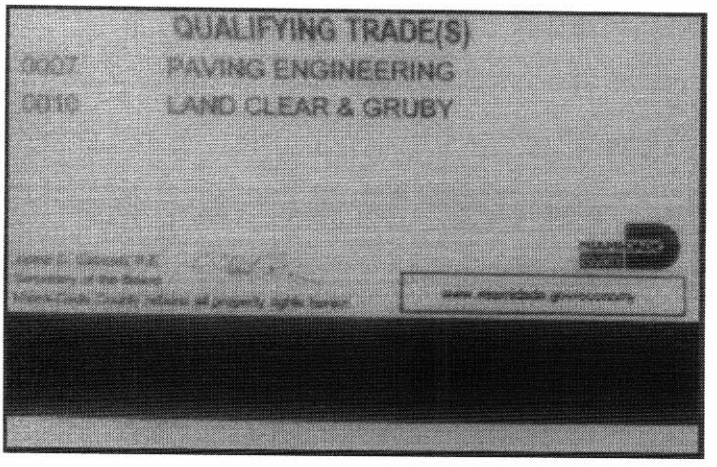
QUALITY PAVING CORP

D.B.A.

GONZALEZ RICHARD A

is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2027



QUALIFYING TRADE(S)

0007 PAVING ENGINEERING

0010 LAND CLEAR & GRUBY

OSHA
Occupational Safety and Health Administration

20-006029329

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Richard Gonzalez

Aldo Miranda — Trainer Name

4/1/2017 — Date of Issue

Ricardo Alonso

1265 W 30th St, Hialeah Fl, 33012
(305)-9061734
ralonso78@yahoo.com

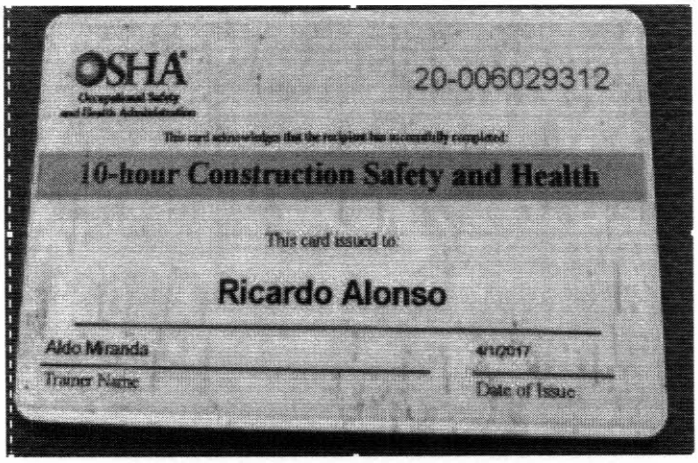
PROFESSIONAL EXPERIENCE

Quality Paving Corp
Supervisor & *General Foreman* 2006 - Present

- Served as project supervisor on $15M drainage and paving projects.
- Handled all project schedules monitoring / updating.
- Sequenced work to complete projects on schedule.
- Expedited submittals and materials to complete project ahead of schedule.
- Supervise drainage crew, paving crew.
- Experience in operating equipment such as Excavator, Asphalt milling machine, Skid Steer and Backhoe.

SUMMARY OF QUALIFICATIONS

- With nearly 20 years' experience completing over-million-dollar construction projects.
- OSHA Certificate.
- Traffic Control Specialist Certificate.
- Roadway Worker Protection Certificate.
- Able to monitor, update and successfully meet construction schedules and finish at or under budget.
- Capable of sequencing work to maintain existing operations.


OSHA
Occupational Safety and Health Administration
20-006029312
This card acknowledges that the recipient has successfully completed:
10-hour Construction Safety and Health
This card issued to:
Ricardo Alonso
Aldo Miranda
Trainer Name
4/1/2017
Date of Issue

State of Florida
Department of State

I certify from the records of this office that QUALITY PAVING CORP. is a corporation organized under the laws of the State of Florida, filed on July 27, 1998.

The document number of this corporation is P98000065855.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 29, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2026



Secretary of State

Tracking Number: 8364337268CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

001823

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

3999746

BUSINESS NAME/LOCATION
QUALITY PAVING CORP
7875 BIRD RD STE 229
MIAMI FL 33155-3510

RECEIPT NO.
RENEWAL
4174181

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
QUALITY PAVING CORP

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
E981701

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 07/01/2025
PTBTE-25-288288

Worker(s) 4

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2026

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 RSC Insurance Brokerage, Inc. P O Box 818035 Cleveland OH 44181	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 617-330-5700 **FAX (A/C, No):** **E-MAIL ADDRESS:** opssupport@risk-strategies.com
INSURED QUALPAV-01 QUALITY PAVING, CORP. 7875 SW 40TH STREET #229 MIAMI FL 33155	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Palms Specialty Insurance Company, Inc. — 17327 **INSURER B :** INFINITY INSURANCE COMPANY * — 22268 **INSURER C :** Richmond National Insurance Company — 17103 **INSURER D :** AGCS Marine Insurance Company — 22837 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1488304053 **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	Y	50010485401	7/3/2025	7/3/2026	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 HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			50010485401	7/3/2025	7/3/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			RN-7-0513014	8/12/2025	8/12/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	RENTED/LEASED EQUI PHYSICAL DAMAGE			MXI9307982426725	8/12/2025	8/12/2026	LIMIT DEDT	250,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIDEWALK, CURB, PAVING AND DRAINAGE

LETTER (A) Contractors Pollution Liability form MEGL 1284 05 17 added on the General Liability Policy
$1,000,000 Pollution Incident limit and $ 2M Aggregate.

ITB No. 2026-11-04 / Paving and Drainage Improvements Project (Localized Drainage Projects)

CERTIFICATE HOLDER

VILLAGE OF PALMETTO BAY
9705 EAST HIBISCUS STREET
PALMATTO 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): 03/04/2026

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 Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda.nogues@eigrisk.com
INSURED Quality Paving Corp. 7875 SW 40th Street, #229 Miami FL 33155	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Bridgefield Employers Insuranc 10701 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Master 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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		830-50176	12/25/2025	12/25/2026	☒ 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)

ITB No. 2026-11-04 / Paving and Drainage Improvements Project (Localized Drainage Projects)

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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SC Contractors, LLC.

SC CONTRACTORS LLC
GENERAL AND ROOFING CONTRACTOR
CGC1522476 / CCC 1334709/ FEIN #: 81-5334640

To: VILLAGE OF PALMETTO BAY
MUNICIPAL CENTER

ATTN: VILLAGE CLERK'S OFFICE
9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157

"PAVING AND DRAINAGE IMPROVEMENTS PROJECT (Localized Drainage Project)
ITB No. 2026-11-004
Thursday, March 5, 2026 (3:00 p.m.)

Office / Mail Address: 20431 SW 1 Street, Pembroke Pines, FL 33029.
Phone: 954-5546476. Email: chacon.sandra@gmail.com. www.sccontractorsmiami.com

1- INTRODUCTION LETTER WITH CONTACT INFORMATION

SC Contractors, LLC.

SC CONTRACTORS LLC
GENERAL AND ROOFING CONTRACTOR
CGC1522476 / CCC 1334709/ FEIN #: 81-5334640

Date: March 04, 2026

To: Village of Palmetto Bay
Attn: Village of Clerk
9705 East Hibiscus Street
Palmetto Bay, FL 33157

PAVING AND DRAINAGE IMPROVEMENTS PROJECT (Localized Drainage Projects).
ITB NO. 2026-11-004

SC Contractors LLC is pleased to submit our bid for the Paving and Drainage Improvements Project for the Village of Palmetto Bay.

SC Contractors LLC is a Florida-based construction company specializing in roadway, drainage, and infrastructure improvements for municipal and private clients. The company is led by Sandra Chacon, President, a Civil Engineer with more than 25 years of experience in the construction industry.

Our company is committed to delivering high-quality workmanship, maintaining strict safety standards, and completing projects on schedule and within budget. Our team has experience working with municipalities and public agencies throughout Florida.

Company Contact Information

SC Contractors LLC
20431 SW 1st Street
Pembroke Pines, FL 33029

Phone: 954-554-6476
Email: chacon.sandra@gmail.com

Primary Contact:
Sandra Chacon – President

We appreciate the opportunity to submit our proposal and look forward to working with the Village of Palmetto Bay.

Respectfully submitted,

Sandra Chacon
President
SC Contractors LLC

2. YEARS IN BUSINESS

SC Contractors LLC was established in **January 2017** and is a licensed Florida General Contractor (CGC1522476).

The company previously operated in the construction industry from **2014 to 2016 under the name CORAMARCA CORP**, performing similar construction services.(www.coramarcacorp.com)

SC Contractors LLC also obtained its **Roofing Contractor License (CCC1334709) in May 2023**.

The company therefore has **more than 10 years of combined operational experience in the construction industry in Florida**, and its principal owner brings **over 25 years of engineering and construction experience**.

3. LEAD TEAM INFORMATION

The proposed leadership team for this project includes the following key personnel:

Sandra Chacon – President / Manager

Sandra Chacon is the President and principal owner of SC Contractors LLC. She is a **Civil Engineer graduated in Venezuela** with more than **25 years of experience in the construction industry**, including municipal infrastructure, drainage systems, roadway improvements, and concrete construction. She is responsible for overall project oversight, contract administration, safety compliance, and quality control..

Andres Ramirez – Project Manager

Andres Ramirez serves as Project Manager for SC Contractors LLC. He is also a **Civil Engineer graduated in Venezuela** with extensive experience in construction management, field supervision, and coordination of infrastructure projects. Mr. Ramirez is responsible for project scheduling, field operations, subcontractor coordination, and ensuring compliance with project specifications.

Andrea L. Ramirez – Project Engineer / Administrative Support

Andrea L. Ramirez is an **Environmental Engineer graduated from Florida International University (FIU) in 2016** with approximately **six years of experience in the construction industry**. She supports project coordination, environmental compliance, documentation control, and communication between field operations and project administration.

Supporting the management team are specialized crews dedicated to:

- Concrete and asphalt work
- Roadway construction
- Drainage and underground utilities

Together, the leadership team brings extensive engineering knowledge and practical construction experience, ensuring projects are delivered safely, efficiently, and in compliance with all applicable regulations.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, SC Contractors, LLC (hereinafter called the Principal), and Western National Mutual Insurance (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Minnesota 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 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 SC Contractors, 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 Western National Mutual Insurance as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 25th day of February, 2026 and attested by its witnesses, A.D., 2026.

ATTEST:

By: _____ (Title)
(Principal) President.

SC Contractors, LLC
Sandra Chacon, Managing Member

ATTEST:

By: _____
(Surety) Attorney-in-Fact
Western National Mutual Insurance
Eric M. Link , 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).

WESTERN NATIONAL INSURANCE
The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Remy C Ruddy-Tellier, Guadalupe Whitacre, Vanessa Rocha, Eric M Link**
All American Bonds & Ins (#10595)
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) bond, 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, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance 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 meeting held on September 28, 2010. 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 Western National Mutual Insurance Company on September 28, 2010:

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, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young, Secretary

SEAL

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose 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.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota 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.

Signed and sealed at the City of Edina, MN this 25th day of February, 2026

Jennifer A. Young, Secretary

SEAL

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 15,000.00	$ 15,000.00
102-1	Maintenance of Traffic	LS	1	$ 8,000.00	$ 8,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,000.00	$ 3,000.00
110-1	Clearing and Grubbing	LS	1	$ 4,000.00	$ 4,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 5.00	$ 1,640.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 35.00	$ 12,495.00
425-1	Type P- Catch Basin	EA	1	$ 8,500.00	$ 8,500.00
425-2	Manholes (Type J-7T)	EA	1	$ 8,500.00	$ 8,500.00
425-4	Stormwater Baffle	EA	3	$ 2,500.00	$ 7,500.00
425-5	Core Drill Existing Inlet	EA	3	$ 2,500.00	$ 7,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 3,000.00	$ 3,000.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 280.00	$ 19,600.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 295.00	$ 88,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 50.00	$ 1,200.00
570-1-2	Performance Turf (Sod)	SY	87	$ 20.00	$ 1,740.00
				GRAND TOTAL	$ 190,175.00

Total Bid Amount..... $ 190,175.00
Total Bid Amount (in words): one hundred ninety thousand one hundred seventy-five with zero cents

Signature of Official: Sandra Chacon
Name: Sandra Chacon
Title: President
Company: SC CONTRACTORS LLC
Date: 03-04-2026

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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-03-2026

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
Pipe Culvert, French Drain	Hurricane Irrigation System, INC	6501 SW 188TH AVE, Southwestranches , FL 33332	305 992 0015 FAX N/A
Manholes & Catch Basing	A& M Brothers Concrete Corp	95 NE 12 Street, Homestead FL, 33030	786 296 5979 FAX 305 427 8970

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: SC CONTRACTORS 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: BID-2023-12. Sidewalk Repair and Pavement Marking Resfurbishment at Meridiam Business Campus

Initial Value of Contract: $ 297,334.00 Final Value of Contract: $ 297,334.00

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:

Name of Public Entity/Company: City of Weston. Public Work

Name of Individual completing this form: Johanna Perez

Signature: JOHANAPEREZ Title: Project Engineer

Telephone: 954 385 2600 Email: Jperez@westinfli.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: SC CONTRACTORS 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: BID-2025-003.Sidewalk Flags 2nd Pase

Initial Value of Contract: $ 66,446.00 Final Value of Contract: 109,808.00

Length of Contract: 90 days

Would you enter into a contract with the Company in the future? X Yes _____ No

Were the services provided acceptable and of quality standards: X Yes _____ No

Was the Company responsive to your requests and resourceful with the task? X Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

X Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Village of Pinecrest. Public Work

Name of Individual completing this form: David Mendez

Signature: David Mendez Title: P.E. Director Public Work

Telephone: 305 669 6916 Email: dmendez@pinecrest-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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: SC CONTRACTORS 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: RFQ # 2024-CD-004-Providing Driveway Improvements for Residential properties participating in the City of North Lauderdale Driveway Improvement Grant Program.

Initial Value of Contract: $142,369.00 Final Value of Contract: $ 142,369.00

Length of Contract: 2 Years

Would you enter into a contract with the Company in the future? X Yes _____ No

Were the services provided acceptable and of quality standards: X Yes _____ No

Was the Company responsive to your requests and resourceful with the task? X Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
X Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of North Lauderdale. Grant

Name of Individual completing this form: Larry Rivero

Signature: Larry Rivero Title: Grant Manager

Telephone: 954 597 4739 Email: lrivero@nlauderdale.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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03_03_2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Sandra Chacon being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: SC contractors 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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-03-2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 23 day of March, 2026, by SANDRA CHACON. He/She was ✓ personally known, _____ or produced ID as a form of identification.

WITNESS my hand and official seal

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 2029
Bonded through National Notary Assn.

ALBA RAQUEL RAMIREZ
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 SC CONTRACTORS LLC

For ITB-2026-11-004 – PAVING AND DRAINAGE IMPROVEMENTS PROJECT

Whose business address is: 20431 SW 1st Street, Pembroke Pines, FL 33029

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-5334640

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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-04-2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 04 day of March, 2026, by SANDRA CHACON. He/She was V personally known, _____ or produced ID as a form of identification.

WITNESS my hand and official seal

ALBA RAQUEL RAMIREZ

NOTARY PUBLIC, STATE OF FLORIDA

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 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: Sandra chacon/ President
(print individual's name and title)

for: SC CONTRACTORS LLC
(print name of entity submitting sworn statement)

whose business address is: 20431 SW 1st Street, Pembroke Pines, FL 33029

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-5334640

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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-04-2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 04 day of March, 2026, by SANDRA CHACON. He/She was ✓ personally known, ____ or produced ID as a form of identification.

WITNESS my hand and official seal

ALBA RAQUEL RAMIREZ

NOTARY PUBLIC, STATE OF FLORIDA

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 2029
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

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

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

I, Sandra Chacon being first duly sworn state:

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

81-5334640

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

SC CONTRACTORS LLC

Name of Entity, Individual, Partners or Corporation

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

20431 SW 1st Street, Pembroke Pines, FL 33029

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
Sandra N Chacon	20431 SW 1st Street, Pembroke Pines, FL 33029	60 %
		%
Andres E Ramirez	20431 SW 1st Street, Pembroke Pines, FL 33029	40 %

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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-04-2026.

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 04 day of March, 2026, by SANDRA CHACON. He/She was V personally known, _____ or produced FD as a form of identification.

WITNESS my hand and official seal

ALBA RAQUEL RAMIREZ
NOTARY PUBLIC, STATE OF FLORIDA

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 2029
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We SC CONTRACTORS LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay PAVING AND DRAINAGE IMPROVEMENTS PROJECT, ITB# 2026-11-004, 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 : A& M Brothers Concrete Corp, and Hurricane Irrigation System, INC (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-04-2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 04 day of March, 2026, by SANDRA CHACON: He/She was V personally known, ____ or produced ID as a form of identification.

WITNESS my hand and official seal

ALBA RAQUEL RAMIREZ

NOTARY PUBLIC, STATE OF FLORIDA

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 2029
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF BROWARD)

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 Employees _____ 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: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-04-2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 04 day of March, 2026, by SANDRA CHACON. He/She was V personally known, _____ or produced ID as a form of identification.

WITNESS my hand and official seal

ALBA RAQUEL RAMIREZ
NOTARY PUBLIC, STATE OF FLORIDA

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 2029
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

NO

Executed on March 04, 2026 at Pembroke Pines, Florida under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Sandra Chacon

Name (typed): Sandra Chacon

Title: President

Company: SC CONTRACTORS LLC

Date: 03-04-2026

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

I, Sandra Chacon (the individual attesting below), being duly authorized by and on behalf of SC CONTRACTORS 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 04 day of March, 2026.

Sandra Chacon

Signature of Affiant

Print or Type Name: Sandra Chacon

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 04 day of March, 2026, by SANDRA CHACON. He/She was V personally known, _____ or produced ID as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 04 day of March., 2026.

My Commission Expires: 09/08/2029

AIBA RAQUEL RAMIREZ

Notary Public

ALBA RAQUEL RAMIREZ
Notary Public - State of Florida
Commission # HH 717469
My Comm. Expires Sep 8, 2029
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

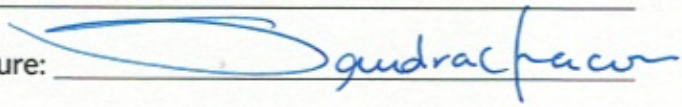
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

SC CONTRACTORS LLC (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: Sandra Chacon

Title: President

Signature:  Date: 03-04-2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: SC CONTRACTORS LLC ("**Company**")

Vendor FEIN: 81-5334640

Address: 20431 SW 1st Street

City: Pembroke Pines State: FL Zip: 33029

Phone number: 954 554 6476 Email Address: chacon.sandra@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: Sandra Chacon

Title: President

Signature: Sandra Chacon

Date: 03-04-2026

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)
SC CONTRACTORS 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) ► S

☐ 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.)
20431 SW 1st Street

Requester's name and address (optional)

City, state, and ZIP code
Pembroke Pines, Florida 33029

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
81 - 5346440

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 ► 03-04-2026

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.

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor SC CONTRACTORS LLC

Date Addendum Received 02-26-2026

Total Pages of Addendum including Acknowledgement 3

Print Name Sandra Chacon

Signature Sandra Chacon

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

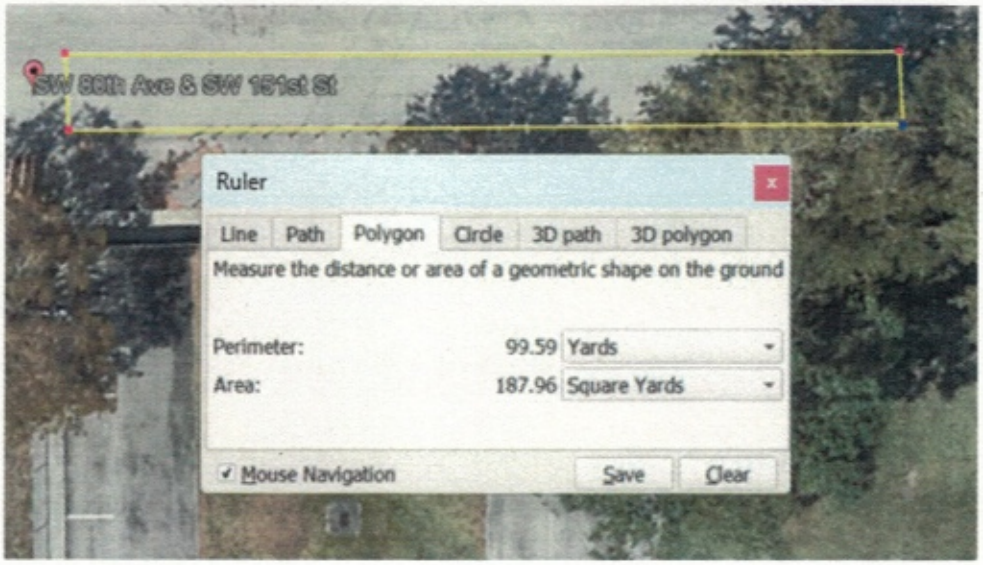
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor SC CONTRACTORS LLC

Date Addendum Received 03-02-2026

Total Pages of Addendum including Acknowledgement 3

Print Name Sandra Chacon

Signature Sandra Chacon

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

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

CHACON, SANDRA N

SC CONTRACTORS LLC
20431 1ST STREET
PEMBROKE PINES FL 33029

LICENSE NUMBER: CGC1522476

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/23/2024

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.

1143

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2026

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:** Marta Acosta
Advantage Insurance of America 4520 NW 7th St Miami FL 33126	**PHONE (A/C, No, Ext):** (305) 649-5566 **FAX (A/C, No):** (305) 649-5559 **E-MAIL ADDRESS:** marta@advantageinsuranceofamerica.com
INSURED SC CONTRACTORS LLC 20431 sw 1 st Pembroke Pines FL 33029	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : STATE NATIONAL INSURANCE COMPANY, INC. — 12831 INSURER B : PROGRESSIVE EXPRESS INSURANCE COMPAN — 02962 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: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Error & Omissions 50,000			NXTDDH4PYR-04-GL	03/02/2026	03/02/2027	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 ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			996402829	05/23/2025	05/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Personal Injury Protect	$ 1000000 $ $ $ $ 10000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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 CONTRACTOR
LICENSE # CGC 1522476
LICENSE # CCC1334709

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 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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BLAISE INGOGLIA
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: 12/3/2025 **EXPIRATION DATE:** 12/3/2027

PERSON: SANDRA N CHACON **EMAIL:** CHACON.SANDRA@GMAIL.COM

FEIN: 815334640

BUSINESS NAME AND ADDRESS:

SC CONTRACTORS LLC

20431 SW 1ST STREET

HOLLYWOOD, FL 33029

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.

V&G CONSTRUCTION SOLUTIONS, CORP.

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB NO.:

2026-11-004

DUE DATE:

Thursday, March 5th, 2026 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED: **Tuesday, February 17th, 2026**

V&G Construction Solutions, Corp.
9183 SW 152 Path
Miami, Fl 33196

March 3, 2026

Paving and Drainage Improvements Project (Localized Drainage Projects)

ITB No.: 2026-11-004

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

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 14,000.00	$ 14,000.00
102-1	Maintenance of Traffic	LS	1	$ 5,000.00	$ 5,000.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 5,000.00	$ 5,000.00
110-1	Clearing and Grubbing	LS	1	$ 10,389.92	$ 10,389.92
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 27.44	$ 9,000.32
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 26.28	$ 9,381.96
425-1	Type P- Catch Basin	EA	1	$ 8,869.86	$ 8,869.86
425-2	Manholes (Type J-7T)	EA	1	$ 10,253.19	$ 10,253.19
425-4	Stormwater Baffle	EA	3	$ 576.00	$ 1,728.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,500.00	$ 4,500.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 5,174.55	$ 5,174.55
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 312.31	$ 21,861.70
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 287.59	$ 86,277.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 180.12	$ 4,322.88
570-1-2	Performance Turf (Sod)	SY	87	$ 21.22	$ 1,846.14
				GRAND TOTAL	$ 197,605.52

Total Bid Amount..... $ **197,605.52**
Total Bid Amount (in words): One hundred ninety seven thousand six hundred five and fifty two cents
Signature of Official: _____
Name: Guillermo Villanueva
Title: Vice President
Company: V&G Construction Solutions, Corp.
Date: 03/03/2026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, V&G CONSTRUCTION SOLUTIONS, CORP (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Wisconsin is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Paving and Drainage Improvements Project (Localized Drainage Projects)

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said V&G CONSTRUCTION SOLUTIONS, CORP, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said 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 4th day of March, and attested by its Power of Attorney, A.D., 20 26.

ATTEST:

AS SECRETARY

Maria V. Garcia O.

V&G Construction Solutions, Corp. CORPORATE SEAL 2020 Florida

V&G CONSTRUCTION SOLUTIONS, CORP

By: VICE PRESIDENT (Title)

(Principal)

ATTEST:

As per Attached Power of Attorney

Lisette Calderon / CSR

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Old Republic Surety Company

By: Warren M. Alter

(Surety) Attorney-in-Fact

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say. that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 4th day of March, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

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: 03/03/2026

NO SUBCONTRACTORS WILL BE USED

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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: 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 next future.

Name of Public Entity/Company: City of West Miami

Name of Individual completing this form: Litsy C. Pitter

Signature: _____ Title: Director of Public Service

Telephone: (786-207-3941 Email: l.pitter@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: Paving and Drainage Improvements Project (Localized Drainage Projects) Invitation to Bid No. 2026-11-004

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: 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

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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: 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:

VTG Construction completed the project ahead of 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

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: 03/03/2026

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, 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: 03/03/2026

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 4th day of March, 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.

V&G Construction Solutions, Corp. CORPORATE SEAL 2020 Florida

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 03/03/2026

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 4th day of March, 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: 03/03/2026

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 4th day of March, 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

BUSINESS ENTITY AFFIDAVIT

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

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

I, Guillermo Villanueva being first duly sworn state:

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

85-2898216

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

V&G Construction Solutions, Corp.

Name of Entity, Individual, Partners or Corporation

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

9183 SW 152 Path, Miami, Fl 33196

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Guillermo Villanueva	12845 SW 82 PL, Pinecrest, FL 33156	50 %
Marco Garcia	9183 SW 152 Path, Miami, FL 33196	45 %
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: 03/03/2026

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 4th day of March, 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

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# 2026-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
No Subcontractors
(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: 03/03/2026

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 4th day of March, 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 Miami-Dade)

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

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 03/03/2026

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 4th day of March, 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
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? No

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): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 03/03/2026

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 4th day of March, 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 4th day of March, 2026, by Guillermo Villaverde He/~~She~~ was ✓ personally known, — or produced — as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 4th day of March, 2026.

My Commission Expires: 4/2/2027

Lissette C. Oquero

Notary Public

NHCS – E-Verify 081815

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Foreign Country of Concern Attestation

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

V&G Construction Solutions, 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: Guillermo Villanueva

Title: Vice President

Signature: _____ Date: 03/03/2026

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.

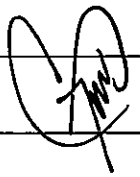
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: 03/03/2026

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at* OpenBids-DemandStar.

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor V&G Construction Solutions, Corp.

Date Addendum Received 02/26/2026

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.

ADDENDUM NO. 2

Date: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

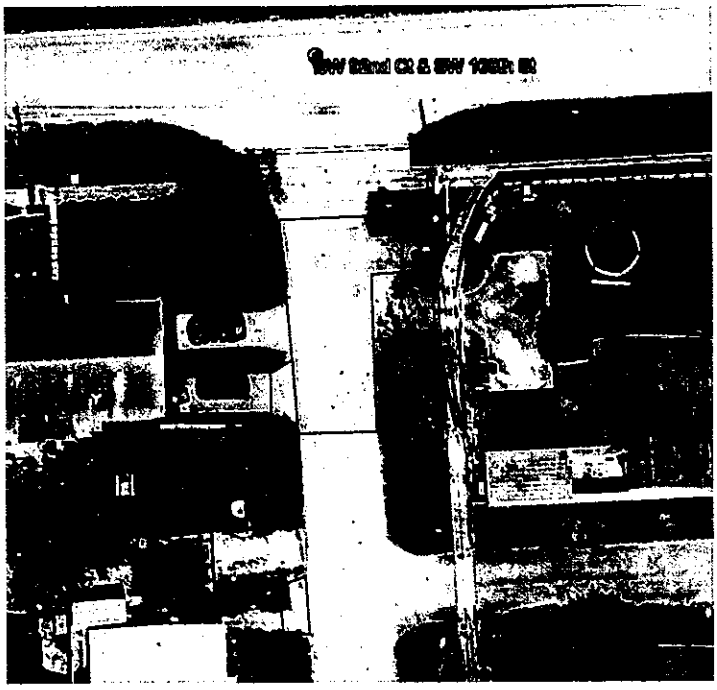
Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

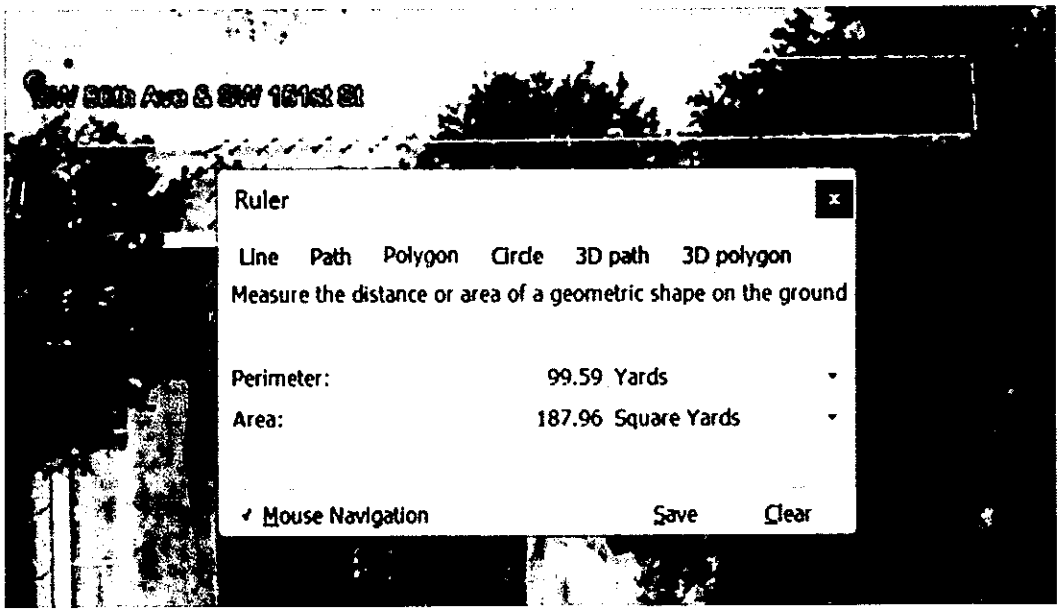
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor V&G Construction Solutions, Corp.

Date Addendum Received 03/02/2026

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

1180

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

1181

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.

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)

2525 Ponce de Leon Blvd., Suite 349. Coral Gables, FL. 33134 ▪ Phone: 305.342.5568 ▪ FELIXx@VECCORP.NET

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

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 16,500.00	$ 16,500.00
102-1	Maintenance of Traffic	LS	1	$ 4,300.00	$ 4,300.00
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 3,300.00	$ 3,300.00
110-1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 8.00	$ 2,624.00
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 25.00	$ 8,925.00
425-1	Type P- Catch Basin	EA	1	$ 5,200.00	$ 5,200.00
425-2	Manholes (Type J-7T)	EA	1	$ 7,500.00	$ 7,500.00
425-4	Stormwater Baffle	EA	3	$ 600.00	$ 1,800.00
425-5	Core Drill Existing Inlet	EA	3	$ 1,250.00	$ 3,750.00
425-6	Adjusting Existing Utility Covers	LS	1	$ 250.00	$ 250.00
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 275.00	$ 19,250.00
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 295.00	$ 88,500.00
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 20.00	$ 480.00
570-1-2	Performance Turf (Sod)	SY	87	$ 7.00	$ 609.00
				GRAND TOTAL	$ 167,988.00

Total Bid Amount..... $ 167,988.00
Total Bid Amount (in words): One Hundred Sixty Seven Thousand Nine Hundred Eighty Eight Dollars and NO Cents (00/100)
Signature of Official: [signature]
Name: Felix Valdes
Title: Secretary
Company: V Engineering Corp.
Date: 3/5/2026

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 3:00 p.m. EST March 5th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 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: 3/5/2026

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	H&J Asphalt Inc.	4310 NW 35 Ave. Miami, FL. 33142	305-634-3342

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Construction of Traffic Circles

Scope of Work: Drainage System Installation, asphalt milling & resurfacing, concrete work, landscaping & striping and signage

Initial Value of Contract: $878,328.74 Final Value of Contract: $683,069.80

Length of Contract: 120 Days

Would you enter into a contract with the Company in the future? V Yes ____ No

Were the services provided acceptable and of quality standards: V Yes ____ No

Was the Company responsive to your requests and resourceful with the task? V Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
V 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: [signature] Title: Construction Design 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: MDFRD-848-HQ-A

Scope of Work: Extensive Parking Lot Milling & Resurfacing, Earthwork, for Parking Lot Expansion

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: ____

Signature: [signature] Title: CONSTRUCTION MANAGER -2

Telephone: 786-498-8655 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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

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 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: Mary Brickell Village

Scope of Work: Demolition, Earthwork, Flat Concrete Work, Asphalt Milling & Resurfacing, Drainage, Striping & Signage

Initial Value of Contract: $790,000.00 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 Cerbon

Signature: [redacted] Title: Senior Project Manager

Telephone: 305-773-5329 Email: sinclaircerbon@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: 3/5/2026

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: F. Valdes

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 3/5/2026

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 5 day of March, 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 R V

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 3/5/2026

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 5 day of March, 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

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: 3/5/2026

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 5 day of March, 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

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 32 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 V

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 3/5/2026

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 5 day of March, 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# 2026-11-004, 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 : H&J Asphalt, Inc.

(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: 3/5/2026

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 5 day of March, 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: 3/5/2026

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 5 day of March, 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 3/5/2026 at 2525 Ponce de Leon Blvd. Coral Gables, FL. under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: [signature]

Name (typed): Felix Valdes

Title: Secretary

Company: V Engineering Corp.

Date: 3/5/2026

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 5th day of March, 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 5 day of March, 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 5 day of March, 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: [signature] 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@veecorp.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: 3/5/2026

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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 2nd day of March, 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 / CSR

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 2nd day of March, 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.

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor V Engineering Corp.

Date Addendum Received 2/26/2026

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

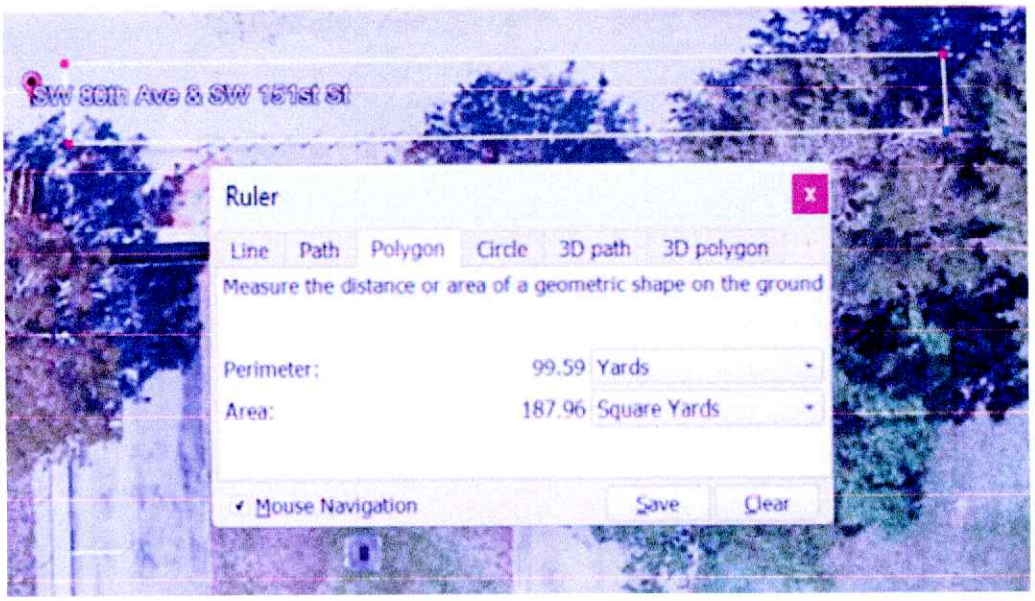
Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor V Engineering Corp

Date Addendum Received 3/2/2026

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.

FELIXVALDES

2525 Ponce De Leon BLVD, Coral Gables, FL. 33134 • (305) 342-5568 • FELIX@VECCORP.NET

State of Florida Certified General and Underground Utility Contractor with over 25 years of construction experience including project management, project inspection, land surveying, and underground utility locations.

Bilingual: English/Spanish

EDUCATION

Bachelors of Science in Construction Management, Florida International University

December 2021
V Engineering Corp.
Project Management and consultant

July 2011
V Engineering & Consulting Corp. has performed several projects throughout South Florida; Specializing in underground utilities, site work, pump station rehabilitation, water, sewer, drainage, new construction and roadway.

- CERTIFIED GENERAL CONTRACTOR
- CERTIFIED UNDERGROUNG UTILITY AND EXCAVATION CONTRACTOR
- MIAMI-DADE COUNTY ENGINEERING CONTRACTOR
- OSHA CERIFIED

PREVIOS EMPLOYMENT

November 2010-June 2012

Miami-Dade County, Internal Services Department

Construction Manager 2

- Manage multiple Capital commercial construction projects as owner's representative.
- Direct and coordinate the planning, survey, design, and contract preparation.
- Oversee Mechanical, Electrical and Plumbing sub-contract work throughout the life of the project.
- Contribute to the Selection of Architectural Design, Engineering Design and Construction firms.
- Monitor & enforce the timely completion of various projects within budget.
- Prepare construction schedules, request for proposals, change orders and verify cost estimates.
- Review consultant's plans and specifications for conformance to design standards.
- Review and coordinate the approvals of shop drawings and Requests for Information.
- Ensure permitting issues are addressed to minimize delay impacts to the project schedule.
- Coordinate bid advertisements, pre-bid conferences, print and distribute plans and specifications.
- Schedule pre-construction meetings and weekly progress meetings.
- Review and develop contract documents.

January 2007-November 2010
Miami-Dade County, Water & Sewer Department, Program Management; Construction Management Division
Project Manager

- Oversee the Design and Construction of multiple infrastructure Capital Improvement projects.
- Direct and coordinate the planning, survey, design, and contract preparation.
- Review and develop Contract documents.
- Prepare schedules, review change orders and verify contractor's cost estimates.
- Contribute to the selection of Architectural, Design and Construction firms.
- Monitor & ensure the completion of various projects within budget.
- Supervise inspectors in their daily operations, overseeing the construction projects.
- Serve as State Certified General Contractor Qualifier.
- Review consultant's plans and specifications for conformance to design standards.
- Coordinate bid advertisements, print and distribute plans and specifications to bidders; schedules and conduct pre-construction meetings and pre-bid conferences.
- Evaluate bids and make recommendations for award.

September2002-January2007
Miami-Dade County, Water & Sewer Department
Project Inspector

- Oversee Water and Sewer construction projects to ensure compliance with legal regulations, construction plans and specifications.
- Assist contractors, subcontractors, construction supervisors and engineers in the interpretation of County contract plans and specifications.

- Check layout and grades of structures by using survey equipment such as transit and level.
- Investigate complaints and encroachments to the public right-of-way.
- Attend pre-construction meetings to ensure quality control, represent the department engineers.
- Review and approve monthly pay requisitions.

Underground Utility Technician

July 2000-September 2002

- Responsible for locating underground water and sewer utilities using electronic location equipment, plans, as-builts, and other job specific tools.
- Manage relationships with multiple contractors; attend pre-construction meetings with contractors to discuss specifications of construction projects.
- Monitor ongoing projects and inspect for violation of Dade County ordinances.

August 1999 – July. 2000

City of Coral Gables, FL

Inspector

- Inspected complaints of encroachments to the public right-of-way and code violations.
- Issued warnings and citations; followed up to insure compliance with building and zoning codes.
- Prepared comprehensive monthly reports of activities, inspections and re-inspections.

Feb. 1997 – August 1999

Mastec, Miami, FL

Telecommunications Location Technician

- Responsible for location of telecommunications facilities.
- Met with other utility companies to inform locators on the location of construction projects.
- Manage relationships with multiple utility companies; attend pre-construction meetings.

June 1995 - Feb. 1997

E.R. Brownell and Associates, Miami, FL

Engineer Aid/Surveyor

- Check layout and grades of structures using transit and level for construction purposes.
- Utilized various measuring tools to determine land boundaries, and check records for accuracy.
- Record all measurements and other information obtained during survey activities.

FELIX CLAVELO

8941SW 150 Ct. Cir. E.
Miami, Florida 33196

Cell: (305) 970-3206
Email: felix@veccorp.net

COMPETENCE

Construction Management, Projects Supervision and Estimating: Underground Utilities, Civil Work and General Building Construction. Construction safety (OSHA Certified), project scheduling, contract negotiation and risk management. Fluent in English and Spanish.

Computer Skills: Microsoft Office, Excel, Primavera Project Planner, Prolog Manager and Microsoft Project.

CONSTRUCTION EXPERIENCE:

July 2017 to Present
V ENGINEERING CORP.
Project Manager and Estimator
- Involved in several projects as Project Manager and Estimating.

March 2005 to June 2017
WRANGLER CONSTRUCTION, INC.
Project Manager, Estimator and Vice-President
- Involved in several projects as Project Manager and Estimating.

January 2004 to February 2005
FORTEX CONSTRUCTION
Project Manager and Estimator
- Involved in several projects as Project Manager and Estimating.

February 2001 to January 2004
MCO ENVIRONMENTAL, INC.
Project Manager and Estimator involve in major renovation projects at Jackson Memorial Hospital and underground projects. Also involved with environmental projects at MIA and MDCSB mainly.

October 1999 to January 2001
SOVEREIGN CONTRUCTION GROUP FLORIDA
Superintendent
- Superintendent for the general construction of the U.S. CUSTOMS BUILDING at The Opalocka Airport.

January 1991 To March 1996
MINISTRY OF CONSTRUCTION, HAVANA, CUBA
Construction Manager
- National Manager for the construction, maintenance, and demolition of reinforced concrete industrial chimneys. Supervision of high buildings, towers, water towers, and silos constructed by jump form and slip form systems of construction.

September 1987 To December 1990
MINISTRY OF CONSTRUCTION, HAVANA, CUBA
Chief Engineer
- Chief Engineer for the construction of 120, 140, 150 and 160 meters high reinforced concrete industrial chimneys including protective coating application in confined spaces in Felton and Moa, Holguin.

STUDIES HISTORY:

Graduated in 1987 as a Civil Engineer from the Superior Polytechnic Institute (ISPJAE) of Havana. Holds a Bachelor in Science of Engineering in USA.

WOLF CREEK
CONSTRUCTION

Introduction Letter

Wolf Creek Construction, LLC is a female owned general and underground utility construction company. For the past 5 years we have been serving areas spanning from Palm Beach County to the Florida Keys, to North Carolina. While we specialize in heavy civil construction, with licensing in both General and Underground Utility construction, we have the capabilities to cover any scope. A capabilities statement is attached with additional information.

A breakdown of our personnel is below:

Laura Neandross – President
Over 15 years of experience in both general and underground utility construction, working on projects ranging from $50,000-15 million.

Brandon Windish – Project Manager
Over 5 years of experience in construction, OSHA certified

Liosvel Canizo – Site Superintendent
Over 10 years of experience in construction, OSHA certified

Adrien Estupinan – Site Superintendent
Over 6 years of experience in construction, OSHA certified

Erick Cruz – Laborer/helper
Over 5 years of experience in construction, OSHA certified

Laura@wolfcreekconst.com 561.389.6501

WOLF CREEK
CONSTRUCTION

Introduction Letter

Wolf Creek Construction, LLC is a female owned general and underground utility construction company. For the past 5 years we have been serving areas spanning from Palm Beach County to the Florida Keys, to North Carolina. While we specialize in heavy civil construction, with licensing in both General and Underground Utility construction, we have the capabilities to cover any scope. A capabilities statement is attached with additional information.

A breakdown of our personnel is below:

Laura Neandross – President
Over 15 years of experience in both general and underground utility construction, working on projects ranging from $50,000-15 million.

Brandon Windish – Project Manager
Over 5 years of experience in construction, OSHA certified

Liosvel Canizo – Site Superintendent
Over 10 years of experience in construction, OSHA certified

Adrien Estupinan – Site Superintendent
Over 6 years of experience in construction, OSHA certified

Erick Cruz – Laborer/helper
Over 5 years of experience in construction, OSHA certified

Laura@wolfcreekconst.com 561.389.6501

WOLF CREEK CONSTRUCTION

CAPABILITIES STATEMENT

GENERAL & UNDERGROUND UTILITY CONTRACTOR

ABOUT

Wolf Creek Construction specializes in civil, underground utility, and general construction services for public, federal, and private sector clients. Licensed in both general contracting and underground utility construction, we deliver integrated site, utility, and infrastructure solutions from installation through project closeout and compliance.

CORE COMPETENCIES

- Underground Utility Installation & Repairs (Water, Sewer, Storm, Fuel, PG&E)
- Site Work, Earth Work & Land Clearing
- Drainage & Flood Mitigation Systems
- Utility Relining & Protective Coatings
- General Construction & EV Infrastructure
- Pavement, Asphalt & Flatwork

DIFFERENTIATORS

- Self performing, dual licensed General & Underground Utility Contractor
- Certified Woman Owned Business (enables set-aside and supplier diversity pathways)
- Federal, Municipal & Coastal Infrastructure Experience
- Rapid Response Utility & Storm Recovery

Company Designations

Certifications: PBC OEBO, 8(a), WOSB, WBENC, NWBOC

Bonding Capacity:
$7M Single/$15M Aggregate

Unique Entity ID:
L8GXJVR8DWV3

CAGE CODE: 99K47

General Contractors License:
CGC1528425

Underground Utility License:
CUC1225771

FEIN: 84-4820197

NAICS Codes:
237110, 238910, 237120, 237990, 236220

Contact Info:
Laura Neandross, President
laura@wolfcreekconst.com
(561) 389.6501

212 N US Highway 1, suite 25
Tequesta, FL 33469

PAST PERFORMANCE

Selected:

US Air Force - Miami, FL | Fuel line repair & replacement for active, occupied facilities
US Coast Guard - Multiple Locations, FL | Utility repairs & site civil work
Palm Beach County - Lantana, FL | Water main repair & diversion on live municipal systems
City of Hallandale Beach | Storm drainage improvement project

SBA 8(a) CERTIFIED

certified WBENC WOMEN'S BUSINESS ENTERPRISE

NWBOC WBE CERTIFIED

SBA WOSB CERTIFIED

WOLF CREEK
CONSTRUCTION

INFRASTRUCTURE PARTNER SNAPSHOT

LICENSED | BONDED | SELF-PERFORMING | WOSB CERTIFIED

WHO WE ARE

Self-performing, dual-licensed underground utility and general contractor supporting private, federal and municipal clients. We specialize in complex, live-system work and coastal, high-water table environments, delivering infrastructure solutions from installation through closeout and compliance.

WHY COMPANIES WORK WITH US

-Self-performing utility & civil scopes for schedule control
-$7M Single/15M Aggregate Bonding Capacity
-Dual-licensed GC & UUC
-Certified WOSB/8(a)/WBENC/NWBOC - supplier diversity and compliance support
-Rapid mobilization, emergency & storm response

TYPICAL ENGAGEMENT PROFILE

Role: Prime Contractor/Subcontractor/Utility & Civil Lead
Project Range: $250K - 4M+
Sectors: Commercial, Industrial, Federal, Municipal, Transportation, Coastal Infrastructure
Service Area: Florida Keys - South Florida | Statewide

Available for Corporate, Federal & Municipal infrastructure support

Laura@wolfcreekconst.com
(561) 389.6501
212 N US 1, suite 25
Tequesta, FL 33469

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
WOLF CREEK CONSTRUCTION, LLC

Filing Information

Document Number	L20000052397
FEI/EIN Number	84-4820197
Date Filed	02/14/2020
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/26/2024
Event Effective Date	NONE

Principal Address

212 US-1
SUITE 25
TEQUESTA, FL 33469

Changed: 01/07/2026

Mailing Address

212 US-1
SUITE 25
TEQUESTA, FL 33469

Changed: 01/07/2026

Registered Agent Name & Address

Neandross, Laura
212 US-1
SUITE 25
TEQUESTA, FL 33469

Name Changed: 03/14/2022

Address Changed: 01/07/2026

Authorized Person(s) Detail

Name & Address

Title President, Manager

4.1:
BID FORM

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

Item No.	Description	Unit	Quantity	Unit Price	Total
101-1	Mobilization	LS	1	$ 75,000	$ 75,000
102-1	Maintenance of Traffic	LS	1	$ 10,000	$ 10,000
104-10	Stormwater Pollution Prevention Plan	LS	1	$ 2,500	$ 2,500
110-1	Clearing and Grubbing	LS	1	$ 5,000	$ 5,000
327-1	Milling Existing Asphalt (1" minimum)	SY	328	$ 20	$ 6,560
331-1	Asphaltic Concrete Surface Course, FDOT Type SP-9.5 (1")	SY	357	$ 32	$ 11,424
425-1	Type P- Catch Basin	EA	1	$ 7,800	$ 7,800
425-2	Manholes (Type J-7T)	EA	1	$ 11,400	$ 11,400
425-4	Stormwater Baffle	EA	3	$ 350	$ 1,050
425-5	Core Drill Existing Inlet	EA	3	$ 2,800	$ 8,400
425-6	Adjusting Existing Utility Covers	LS	1	$ 1,200	$ 1,200
430-1	Polyethylene Pipe Culvert (15" & 18" HDPE Pipe) Solid	LF	70	$ 52	$ 3,640
443-1	French Drain (18" HDPE Pipe)	LF	300	$ 234	$ 70,200
524-1	Asphalt Aprons (2" minimum)	SY	24	$ 104	$ 2,496
570-1-2	Performance Turf (Sod)	SY	87	$ 14.50	$ 1,261.50
				GRAND TOTAL	$ 217,931.50

Total Bid Amount..... $ 217,931.50

Total Bid Amount (in words): Two hundred seventeen thousand, nine hundred, thirty-one dollars 50/100

Signature of Official:

Name: Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/4/2026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Wolf Creek Construction, LLC (hereinafter called the Principal), and Endurance American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Delaware is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of 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")
Paving and Drainage Improvements Project (Localized Drainage Projects)

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 Wolf Creek Construction, LLC as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Endurance American 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 March, 2026, and attested by its Witness, March 3, A.D., 20 26.

ATTEST:

_____

_____

Wolf Creek Construction, LLC

By: _____ (Title)
(Principal)

ATTEST:

_____

_____

Endurance American Insurance Company

By: _____
(Surety) Attorney-in-Fact, Elizabeth Womack
FL Resident License No. G015868

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

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Nicholas Labbe, Nicole Roy, Sandra C. Lopes, Gabriela C. Wittich, Jean M. Feeney, John Dechiaro, John J. Gambino, Laurie Rothwell, Michael J. Cusack, Elizabeth Womack, Michael H. Cusack, Joseph Gambino, Eric J. Canterbury**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of March, 2026

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Wolf Creek Construction

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: General and utility construction

Initial Value of Contract: $108,000 Final Value of Contract: $108,000

Length of Contract: 1.5 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:

Wolf Creek Construction has become a preferred contractor for the USCG Lake Worth Base. They have consistently risen to the occasion to provide services ranging from waterline replacements, to dock repairs and fuel tank restoration. We continue to utilize Wolf Creek for our construction needs as they are organized, timely and professional. Laura and her team always go the extra mile to ensure the work is done correctly and in a timely manner.

Name of Public Entity/Company: US Coast Guard, Lake Worth Base

Name of Individual completing this form: Marissa Massey, MKC

Signature: _____ Title: Engineer Petty Officer

Telephone: 561-718-0424 Email: marissa.massey@uscg.mil

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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Wolf Creek Construction

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: Underground utility contractor

Initial Value of Contract: $148,000 Final Value of Contract: $148,000

Length of Contract: 8 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:

I have worked with Wolf Creek for the past 3 years. As a petroleum contractor, they have become a consistent subcontractor who I rely on to help my team and I complete our projects. They are organized, timely and responsible. They are always willing to step up and help other subcontractors on the job when needed; they are the eptiome of a "team player" and would be an asset to any job.

Name of Public Entity/Company: Coast Construction & Maintenance

Name of Individual completing this form: Mark Larson

Signature: Mark Title: Owner/President

Telephone: 813-956-1729 Email: coastllc@aol.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: Paving and Drainage Improvements Project (Localized Drainage Projects)
Invitation to Bid No. 2026-11-004

Name of Company: Wolf Creek Construction

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: Underground utility installation and site work

Initial Value of Contract: $307,700 Final Value of Contract: $324,236

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:

Since working with Wolf Creek for the past 3 years, they have become our go-to utitility contractor, supplying the labor and materials for our water, sewer, and storm drainage installations. Wolf Creek has exhibited the utmost professionalist, consistently providing quality workmanship and management. Their crews have constantly stepped up to the task of completing any project we have and constantly make an effort to help other subcontractors when needed, they are always willing to what is required to finish the job.

Name of Public Entity/Company: OWL Services

Name of Individual completing this form: Daniel Bratager

Signature: Daniel Bratager Title: Project Manager/Qualifer

Telephone: 561-718-9799 Email: daniel.bratager@owlservices.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WOLF CREEK
CONSTRUCTION

Attached is a City of Hallandale Beach recommendation form, completed by Rod Ley, Public Works Director/Town Engineer of SW Ranches, Florida. I was not able to get a completed Village of Palmetto Bay Reference Form before the bid deadline. I have attached this as an additional public sector reference. Rod's information is below should you need to contact him.

Rod Ley
Public Works Director/Town Engineer
13400 Griffin Rd, Southwest Ranches FL 33330
954-343-7444
Rley@southwestranches.org

Wolf Creek Construction completed the SW 205th Ave/SW 49th Ct Drainage Project (IFB 24-003) in December of 2024. The project was completed on time, without change orders, for a total of $87,066.00.

FORM R: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 6. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID # FY 2024-2025-04 50TH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NW 5TH TERRACE DRAINAGE IMPROVEMENT PROJECT
PROPOSING FIRM'S NAME(S): Wolf Creek Construction
PROJECT NAME: SW 205th Avenue and SW 49th Court Drainage Project
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: Wolf Creek Construction
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: **YES** [x] **NO** [ ]

Name of reference:	Rod Ley	**Phone:**	954-343-7444
Title of reference:	Public Works Director	**E-mail Address:**	rley@southwestranches.org
Company/Employer:	Town of Southwest Ranches		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

Wolf Creek Construction was dedicated to finishing the project on time and within budget.

2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

Contractor was competent and very responsive. Supervisor was on-site regularly monitoring progress.

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

No issues.

4. Provide detailed information about the Firm's success at minimizing any issues.

There were no issues that came up during construction.

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

Contractor performed work associated with the installation of drainage improvements. This includes the installation of structures, piping, grading, etc. The Town was very satisfied with the end result.

6. What was the value of the Project?

Wolf Creek's contract on this job was $87,066.00

7. Would you consider this Firm for this type of work in the future?

Yes.

ADDITIONAL COMMENTS:

PERSON PROVIDING REFERENCE (PRINT NAME):	Rod Ley
PRINT TITLE:	Public Work Director

SIGNATURE: _____ **Date:** 1/3/25

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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

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
Surveyor	Pulice Land Surveyors	5381 N Nob Hill Rd Sunrise, FL 33351	954-572-1777
Testing	B3 Material Testing Engineering	1655 W 33rd Place Hialeah, FL 33012	786-773-5871
Asphalt	Blackrock Asphalt Co	1401 W Swann Ave Tampa, FL 33606	813-251-6455
MOT	MOTPlans.com	631 NE 45th St #3847 Oakland Park, FL 33334	954-560-0450

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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

LauraNeandross being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Wolf Creek 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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

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 3 day of March, 2024, by Laura Neandross He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Kimberly Jo Holmes
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

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 Laura Neandross

For Wolf Creek Construction, LLC

Whose business address is: 212 N US Highway 1, STE 25, Tequesta FL 33469

And (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4820197

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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of PalmBeach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of March, 2026, by LAURA NEANDROSS. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Kimberly Jo Holmes
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

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: Laura Neandross, President

(print individual's name and title)

for: Wolf Creek Construction, LLC

(print name of entity submitting sworn statement)

whose business address is: 212 N US Highway 1, STE 25, Tequesta FL 33469

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4820197

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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

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 3 day of March, 2026, by LAURA MEANKROSS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Kimberly Jo Holmes
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

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, Laura Neandross being first duly sworn state:

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

84-4820197

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

Wolf Creek Construction, LLC

Name of Entity, Individual, Partners or Corporation

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

212 N US Highway 1, STE 25, Tequesta FL 33469

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
Laura Neandross	3226 32nd Ct, Jupiter FL 33477	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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

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 3 day of March, 2026, by LAURA MEANS ROSS He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Kimberly Jo Holmes
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Wolf Creek 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 Paving & Drainage Improvements Project, ITB# 2026-11-004, 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 : Pulice Land Surveyors, MOTPlans.com, Blackrock Asphalt Co, B3 Material Testing Engineering (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

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 3 day of March, 2026, by LAURA NEANDROSS. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Kimberly Jo Holmes
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

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 3 day of March, 2026, by Laura Neandross. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Kimberly Jo Holmes
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

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 3/3/2026 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): Laura Neandross

Title: President

Company: Wolf Creek Construction, LLC

Date: 3/3/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF _____

I, Laura Neandross (the individual attesting below), being duly authorized byand on behalf of Wolf Creek 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 3 day of March, 2026.

_____

Signature of Affiant

Print or Type Name: Laura Neandross

State of Florida)
) ss.:
County of Palm Beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 3 day of March, 2026, by LAURA MCANULTY
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 March, 2026.
My Commission Expires: 9/25/2029

Notary Public State of Florida
Kimberly Jo Holmes
My Commission HH 725108
Expires 9/25/2029

Kimberly Jo Holmes
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.

Wolf Creek Construction, LLC (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: Laura Neandross

Title: President

Signature: _____ Date: 3/3/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Wolf Creek Construction, LLC ("Company")

Vendor FEIN: 84-4820197

Address: 212 N US Highway 1, STE 25

City: Tequesta State: FL Zip: 33469

Phone number: 561-389-6501 Email Address: laura@wolfcreekconst.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: Laura Neandross

Title: President

Signature:

Date: 3/3/2026

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)
Wolf Creek Construction, 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) ▶ S

☐ 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.)
212 N US Highway 1, STE 25

Requester's name and address (optional)

City, state, and ZIP code
Tequesta, FL 33469

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 4 - 4 8 2 0 1 9 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/3/2026

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.

ADDENDUM NO. 1

Date: February 26th, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Please send over bid documents for the bid for Paving and Drainage Improvements.

Response: *All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the project estimate/budget for the above referenced project & the duration of the project?

Response: *The probable cost for this project is Two Hundred One Thousand Four Hundred Thirty-Five Dollars and Zero Cents ($201,435.00).*

The duration of the project is four (4) months from Notice to Proceed (NTP).

Question No. 3: How deep is the French drain trench? Can the Village provide a detail?

Response: *MDC detail SD 1.1 - 15' from existing grade down, 3.5' width.*

Question No. 4: Is the contractor allowed to shut down the roadway with detour?

Response: *Contractor must submit MOT for approval, if necessary, daily closures will be considered.*

Question No. 5: Is the contractor allowed to work on nights and weekends?

Response: *Sec. 30-60.29. (e) (6) - Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, or between 5:00 p.m. and 9:00 a.m. on Saturdays or on Sundays or village recognized holidays, except for emergency work by public service utilities or by special permit approved by the village. This section shall not apply to the use of domestic power tools as specified in subsection (12).*

Question No. 6: Can the contractor store excavated material and/or ballast rock within the Village's right of way?

Response: *Proposed staging area should be provided with MOT submittal for review.*

Question No. 7: Does the Village of Palmetto Bay have any area that the contractor may use as a yard? Can the contractor use this area to stock pile material?

Response: *The contractor must use the right of way to stockpile material.*

Question No. 8: The bid documents shows the J-Box to be 54" square; what is the size of the PBox?

Response: *4'-0" diameter per FDOT Index 425-010.*

Question No. 9: Is the Village requesting as-builts?

Response: *Red lining the provided PDF's should suffice.*

Question No. 10: Are permit fees to be refunded?

Response: *Any permit fees paid will be reimbursed by the Village.*

Question No. 11: Can the Village update the bid to include sod restoration and remove the bid items with zero quantity?

Response: *Yes, an updated bid form has been uploaded to DemandStar labeled as "Addendum #1 – Updated Bid Form".*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Wolf Creek Construction, LLC

Date Addendum Received 2/26/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Laura Neandross

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: March 2nd, 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. 2026-11-004
Paving and Drainage Improvements Project (Localized Drainage Projects)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 5th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is this a design-build project? There are no official engineered plans for this project.

Response: *Please be advised that this is not a design-build project, only construction.*

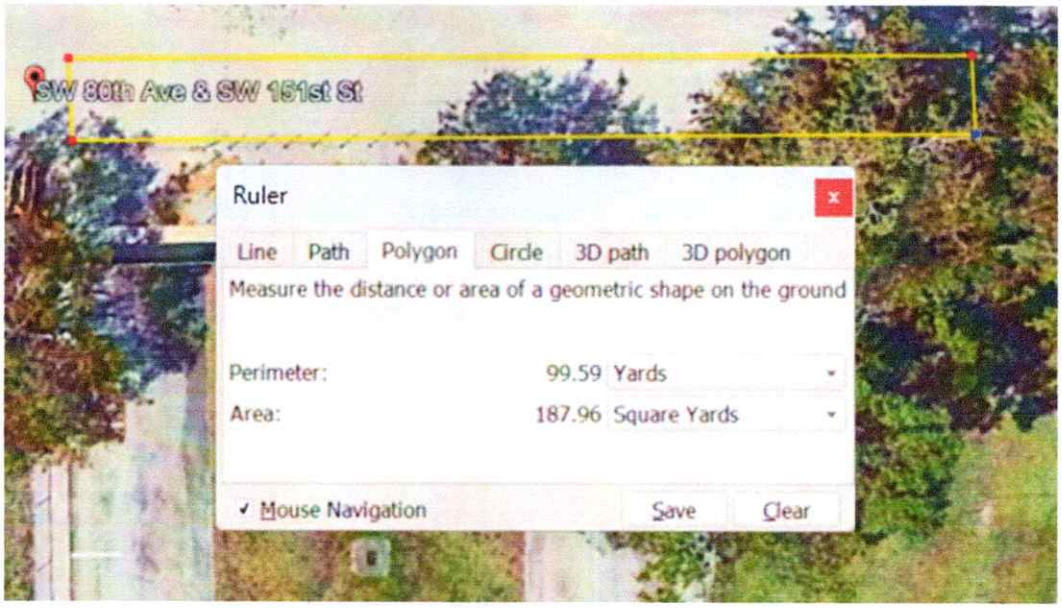
Question No. 2: Bid Form Item #327-1 shows Milling Existing Asphalt (1" minimum) - 328 SY

Could you clarify or mark the area to be milled in Exhibit A - Localized Drainage Plans?

Response: *SW 92nd Court & SW 168th Street – Below image includes the roadway area for milling, not the driveways (the driveways are being torn up as part of this project).*



SW 80th Avenue & SW 151st Street



Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-004

Title: Paving and Drainage Improvements Project (Localized Drainage Projects)

Name of Contractor Wolf Creek Construction, LLC

Date Addendum Received 3/2/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Laura Neandross

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. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 6, 2026

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WAYPOINT CONTRACTING, INC. FOR THE DEVELOPMENT OF VETERANS PARK - PHASE 1, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-005; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE MILLION EIGHT HUNDRED THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS ($3,800,271.20); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Veterans Park - Phase 1.doc
Reso - Veterans Park - Phase 1.docx
Exhibit A - Recommendation - ITB# 2026-12-005.pdf
Exhibit B - Tabulation and Bid Sheets - ITB# 2026-12-005.pdf
Exhibit C - ITB# 2026-12-005 - Veterans Park - Phase 1.pdf

Exhibit D - Bid - HCD.pdf
Exhibit E - Bid - HGC.pdf
Exhibit F - Bid - Waypoint CI.pdf
Exhibit G - Bid - West CI.pdf

To: Honorable Mayor and Village Council

Date: March 19, 2026

From: Nick Marano, Village Manager

Re: Veterans Park – Phase 1

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WAYPOINT CONTRACTING, INC. FOR THE DEVELOPMENT OF VETERANS PARK - PHASE 1, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-005; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE MILLION EIGHT HUNDRED THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS ($3,800,271.20), 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 paving and drainage improvements. The Village published an ITB# 2026-12-005 for the "Veterans Park – Phase 1" on February 17th, 2026, and received a total of four (4) bids. Waypoint Contracting, Inc., was the lowest responsive, responsible Bidder.

FISCAL IMPACT:

Parks and Recreation Capital Projects in the amount of $3,800,271.20.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-12-005
D. Bid – Homestead Concrete & Drainage, Inc.
E. Bid – HG Construction, Development and Investment, Inc.
F. Bid – Waypoint Contracting, Inc.
G. Bid – West Construction, Inc.

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 WAYPOINT CONTRACTING, INC. FOR THE DEVELOPMENT OF VETERANS PARK - PHASE 1, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-005; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE MILLION EIGHT HUNDRED THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS ($3,800,271.20), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village published an ITB# 2026-12-005 ("ITB") for the "Veterans Park – Phase 1" on February 17th, 2026; and

WHEREAS, the Village received a total of four (4) bids on March 19th, 2026; and

WHEREAS, Waypoint Contracting, Inc., was the lowest responsive, 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 Waypoint Contracting, Inc. pursuant to ITB# 2026-12-005, entitled "Veterans Park – Phase 1" ("Project") is hereby approved. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with Waypoint Contracting, Inc. substantially in the form attached to the ITB for completion of the Project.

Section 3. 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 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April 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: 03/27/2026

ITB#: 2026-12-005	**Item/Service:** Veterans Park – Phase 1

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of four (4) bids received, Homestead Concrete & Drainage, Inc., HG Construction, Development and Investment, Inc., Waypoint Contracting, Inc., and West Construction, Inc.

II. Recommendation:

a. Which bid is being recommended? **Waypoint Contracting, 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 April 6th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

3/27/26

Nick Marano, Village Manager

					Homestead Concrete & Drainage, Inc.					HG Construction, Development and Investment, Inc.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**			**Estimated Quantity**	**Unit of Measure**	**Price/Unit**	
GENERAL										
1	Permits	1.00	LS	$ 10,000.00	$ 10,000.00		1.00	LS	$ 25,000.00	$ 25,000.00
2	Construction Survey	1.00	LS	$ 50,000.00	$ 50,000.00		1.00	LS	$ 70,000.00	$ 70,000.00
3	Testing and Inspection Costs	1.00	LS	$ 50,000.00	$ 50,000.00		1.00	LS	$ 16,465.00	$ 16,465.00
4	Project Close Out	1.00	LS	$ 10,000.00	$ 10,000.00		1.00	LS	$ 5,000.00	$ 5,000.00
5	Demobilization	1.00	LS	$ 15,000.00	$ 15,000.00		1.00	LS	$ 10,000.00	$ 10,000.00
6	Mobilization, Bonds and Insurance	1.00	LS	$ 220,000.00	$ 220,000.00		1.00	LS	$ 236,195.00	$ 236,195.00
7	Maintenance of Traffic	1.00	LS	$ 8,000.00	$ 8,000.00		1.00	LS	$ 12,000.00	$ 12,000.00
8	Site Restoration	1.00	LS	$ 60,000.00	$ 60,000.00		1.00	LS	$ 6,000.00	$ 6,000.00
9	Owner's Allowance	1.00	LS	$ 200,000.00	$ 200,000.00		1.00	LS	$ 200,000.00	$ 200,000.00
				Subtotal	**$ 623,000.00**				**Subtotal**	**$ 580,660.00**
SITE PREPARATION										
1	Construction Fence	800.00	LF	$ 10.00	$ 8,000.00		0.00	LF	$ 8.00	$ -
2	Silt Fence	1645.00	LF	$ 6.00	$ 9,870.00		3450.00	LF	$ 4.50	$ 15,525.00
3	Inlet Protection	6.00	EA	$ 400.00	$ 2,400.00		14.00	EA	$ 250.00	$ 3,500.00
4	Stabilized Construction Entrance	1.00	EA	**$ 5,500.00**	$ 5,500.00		1.00	EA	**$ 6,500.00**	$ 6,500.00
5	Tree Removal	11.00	EA	$ 850.00	$ 9,350.00		0.00	EA	$ 950.00	$ -
6	Tree Relocation	10.00	EA	$ 850.00	$ 8,500.00		1.00	EA	$ 1,100.00	$ 1,100.00
7	Prune/Clean up Existing Trees	10.00	EA	$ 250.00	$ 2,500.00		0.00	EA	$ -	$ -
8	Clearing and Grubbing	1.00	LS	$ 75,000.00	$ 75,000.00		1.00	LS	$ 125,100.00	$ 125,100.00
9	Demolition	1.00	LS	$ 40,000.00	$ 40,000.00		1.00	LS	$ 32,000.00	$ 32,000.00
10	Site Grading	1.00	LS	$ 100,000.00	$ 100,000.00		1.00	LS	$ 430,000.00	$ 430,000.00
11	Sediment Trap	1.00	LS	$ 3,300.00	$ 3,300.00		1.00	LS	$ 3,100.00	$ 3,100.00
12	Swing Gate	1.00	LS	$ 1,500.00	$ 1,500.00		1.00	LS	$ 2,100.00	$ 2,100.00
				Subtotal	**$ 265,920.00**				**Subtotal**	**$ 618,925.00**
CIVIL										
1	Type B Stabilization	1689.00	SY	$ 15.00	$ 25,335.00		7000.00	SY	$ 2.00	$ 14,000.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	500.00	LF	$ 2.00	$ 1,000.00		600.00	LF	$ 8.00	$ 4,800.00
3	Detectable Warnings	30.00	SF	$ 60.00	$ 1,800.00		120.00	SF	$ 20.00	$ 2,400.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	500.00	LF	$ 2.00	$ 1,000.00		80.00	LF	$ 16.00	$ 1,280.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	420.00	TN	$ 180.00	$ 75,600.00	423.00	TN	$ 270.00	$ 114,210.00
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1680.00	SY	$ 40.00	$ 67,200.00	6733.00	SY	$ 25.00	$ 168,325.00
7	Type B, Stabilization (Parking Lot)	1680.00	SY	$ 15.00	$ 25,200.00	6733.00	SY	$ 7.00	$ 47,131.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	103.00	TN	$ 180.00	$ 18,540.00	175.00	TN	$ 270.00	$ 47,250.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	443.00	SY	$ 40.00	$ 17,720.00	1600.00	SY	$ 19.00	$ 30,400.00
10	Type B, Stabilization (Temporary Pedestrian Path)	443.00	SY	$ 12.00	$ 5,316.00	1600.00	SY	$ 3.00	$ 4,800.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	523.00	TN	$ 180.00	$ 94,140.00	10.00	TN	$ 315.00	$ 3,150.00
12	#5 Open Graded Base Course	1.00	SY	$ 1,000.00	$ 1,000.00	911.00	SY	$ 30.00	$ 27,330.00
13	#1 Open Graded Stone	1.00	SY	$ 1,000.00	$ 1,000.00	911.00	SY	$ 30.00	$ 27,330.00
14	Non-Woven Geotextile	5000.00	SF	$ 1.00	$ 5,000.00	600.00	SF	$ 2.50	$ 1,500.00
15	6" Thick Concrete Sidewalk and Driveways	23.00	SY	$ 65.00	$ 1,495.00	100.00	SY	$ 80.00	$ 8,000.00
16	Thermoplastic, Standard Os, White, 4"	1.00	GM	$ 3,000.00	$ 3,000.00	1.00	GM	$ 2,500.00	$ 2,500.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1.00	GM	$ 3,000.00	$ 3,000.00	1.00	GM	$ 3,500.00	$ 3,500.00
18	Thermoplastic, Standard, Blue, Solid, 6"	100.00	LF	$ 7.00	$ 700.00	200.00	LF	$ 9.00	$ 1,800.00
19	Type 'D' Curb	1080.00	LF	$ 24.00	$ 25,920.00	2400.00	LF	$ 10.00	$ 24,000.00
20	18" Exfiltration Trench	980.00	LF	$ 260.00	$ 254,800.00	900.00	LF	$ 300.00	$ 270,000.00
21	18" Solid HDPE Drainage Pipe	108.00	LF	$ 110.00	$ 11,880.00	240.00	LF	$ 130.00	$ 31,200.00
22	8" Solid HDPE Drainage Pipe	140.00	LF	$ 80.00	$ 11,200.00	100.00	LF	$ 90.00	$ 9,000.00
23	10" Solid HDPE Drainage Pipe	25.00	LF	$ 92.00	$ 2,300.00	40.00	LF	$ 100.00	$ 4,000.00
24	12" Trench Drain	37.00	LF	$ 280.00	$ 10,360.00	36.00	LF	$ 300.00	$ 10,800.00
25	Skimmer for French Drain Outlet	1.00	EA	$ 9,000.00	$ 9,000.00	1.00	EA	$ 600.00	$ 600.00
26	5' Diameter Catch Basin	5.00	EA	$ 6,200.00	$ 31,000.00	5.00	EA	$ 10,000.00	$ 50,000.00
27	Type P9 Inlet	2.00	EA	$ 8,000.00	$ 16,000.00	2.00	EA	$ 8,500.00	$ 17,000.00
28	Nyloplast Drain Basin	2.00	EA	$ 4,100.00	$ 8,200.00	2.00	EA	$ 2,400.00	$ 4,800.00
29	4' Diameter Manhole	1.00	EA	$ 8,200.00	$ 8,200.00	1.00	EA	$ 7,900.00	$ 7,900.00
30	Sanitary Sewer Manhole	1.00	EA	$ 12,000.00	$ 12,000.00	1.00	EA	$ 8,200.00	$ 8,200.00
31	6" DIP Pipe (Sanitary Sewer Lateral)	35.00	LF	$ 340.00	$ 11,900.00	60.00	LF	$ 225.00	$ 13,500.00
32	Sanitary Sewer Cleanout	1.00	EA	$ 8,000.00	$ 8,000.00	1.00	EA	$ 425.00	$ 425.00

33	2" HDPE Pipe (Water)	26.00	LF	$ 125.00	$ 3,250.00		20.00	LF	$ 45.00	$ 900.00
34	2" Water Meter and Vault	1.00	EA	$ 3,500.00	$ 3,500.00		2.00	EA	$ 2,400.00	$ 4,800.00
35	Backflow Preventor	1.00	EA	$ 3,500.00	$ 3,500.00		1.00	EA	$ 5,200.00	$ 5,200.00
36	1-1/2" Corporation Stop	1.00	EA	$ 3,500.00	$ 3,500.00		2.00	EA	$ 1,350.00	$ 2,700.00
				Subtotal	**$ 782,556.00**				**Subtotal**	**$ 974,731.00**
HARDSCAPE										
1	Concrete Ramp with Wall and Seat	1.00	SF	$ 78,000.00	$ 78,000.00		2940.00	SF	$ 45.00	$ 132,300.00
2	Amphitheater Step Seat	81.00	SF	$ 135.00	$ 10,935.00		90.00	SF	$ 45.00	$ 4,050.00
3	Concrete Stage	1.00	SF	$ 20,000.00	$ 20,000.00		4800.00	SF	$ 45.00	$ 216,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	13123.00	SF	$ 7.00	$ 91,861.00		48700.00	SF	$ 5.00	$ 243,500.00
5	6" x 12" Flush Concrete Band with Sponge Finish	403.00	SF	$ 24.00	$ 9,672.00		400.00	SF	$ 48.00	$ 19,200.00
6	Concrete Star Platform	675.00	SF	$ 15.00	$ 10,125.00		4800.00	SF	$ 4.50	$ 21,600.00
7	Wood Decking Including Structural	322.00	SF	$ 200.00	$ 64,400.00		1200.00	SF	$ 32.00	$ 38,400.00
8	Bound Rubberized Mulch Path	706.00	SF	$ 40.00	$ 28,240.00		2100.00	SF	$ 10.75	$ 22,575.00
9	Custom 4' High Perimeter Fence	700.00	LF	$ 265.00	$ 185,500.00		700.00	LF	$ 305.00	$ 213,500.00
10	Custom 4' High Perimeter Vehicular Gate	54.00	LF	$ 800.00	$ 43,200.00		26.00	LF	$ 305.00	$ 7,930.00
11	Custom 4' High Perimeter Pedestrian Gate	4.00	LF	$ 2,000.00	$ 8,000.00		3.00	LF	$ 305.00	$ 915.00
12	Tetrapod – Wausau Tile	6.00	EA	$ 30,000.00	$ 180,000.00		6.00	EA	$ 22,225.08	$ 133,350.48
13	Monument Sign with Letters and Village Seal	1.00	LS	$ 30,000.00	$ 30,000.00		2.00	LS	$ 30,178.50	$ 60,357.00
				Subtotal	**$ 759,933.00**				**Subtotal**	**$ 1,113,677.48**
LANDSCAPE										
1	Planting Mulch (3" depth)	1300.00	CY	$ 9.00	$ 11,700.00		2049.00	CY	$ 8.00	$ 16,392.00
2	Topsoil Under Sod (4" depth)	300.00	CY	$ 70.00	$ 21,000.00		319.00	CY	$ 90.00	$ 28,710.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	300.00	CY	$ 70.00	$ 21,000.00		1172.00	CY	$ 20.00	$ 23,440.00
4	Plant Fertilizer	1.00	LS	$ 5,000.00	$ 5,000.00		1.00	LS	$ 350.00	$ 350.00
	Trees									
5	Bursera simaruba (4" DBH/18' HT.)	18.00	EA	$ 3,000.00	$ 54,000.00		24.00	EA	$ 558.00	$ 13,392.00
6	Bursera simaruba (3" DBH/14' HT.)	24.00	EA	$ 2,000.00	$ 48,000.00		15.00	EA	$ 360.00	$ 5,400.00
7	Bursera simaruba (2" DBH/10' HT.)	15.00	EA	$ 1,000.00	$ 15,000.00		18.00	EA	$ 1,530.00	$ 27,540.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30.00	EA	$ 3,800.00	$ 114,000.00		30.00	EA	$ 2,160.00	$ 64,800.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2.00	EA	$ 2,800.00	$ 5,600.00		2.00	EA	$ 1,980.00	$ 3,960.00

10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7.00	EA	$ 2,000.00	$ 14,000.00		7.00	EA	$ 1,134.00	$ 7,938.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9.00	EA	$ 1,200.00	$ 10,800.00		9.00	EA	$ 585.00	$ 5,265.00
12	Eugenia confusa (2" DBH/8' HT.)	26.00	EA	$ 1,200.00	$ 31,200.00		26.00	EA	$ 504.00	$ 13,104.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3.00	EA	$ 2,100.00	$ 6,300.00		3.00	EA	$ 360.00	$ 1,080.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70.00	EA	$ 800.00	$ 56,000.00		70.00	EA	$ 435.00	$ 30,450.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3.00	EA	$ 800.00	$ 2,400.00		3.00	EA	$ 630.00	$ 1,890.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3.00	EA	$ 800.00	$ 2,400.00		3.00	EA	$ 360.00	$ 1,080.00
17	Taxodium distichum (3" DBH/12' HT.)	22.00	EA	$ 600.00	$ 13,200.00		22.00	EA	$ 360.00	$ 7,920.00
	Palms									
18	Sabal palmetto (12-18' CT.)	51.00	EA	$ 1,100.00	$ 56,100.00		51.00	EA	$ 333.00	$ 16,983.00
19	Thrinax radiata (8' HT.)	10.00	EA	$ 1,800.00	$ 18,000.00		10.00	EA	$ 540.00	$ 5,400.00
	Shrubs & Groundcovers									
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449.00	EA	$ 65.00	$ 29,185.00		449.00	EA	$ 16.20	$ 7,273.80
21	Psychotria tenuifolia (24" HT.)	813.00	EA	$ 35.00	$ 28,455.00		813.00	EA	$ 10.80	$ 8,780.40
22	Serenoa repens 'Silver' (24" HT.)	543.00	EA	$ 350.00	$ 190,050.00		543.00	EA	$ 140.04	$ 76,041.72
23	Zamia pumila (24" HT.)	117.00	EA	$ 110.00	$ 12,870.00		117.00	EA	$ 95.00	$ 11,115.00
24	Arachis glabrata (12" HT.)	1770.00	EA	$ 7.00	$ 12,390.00		1770.00	EA	$ 10.80	$ 19,116.00
25	Helianthus debilis (12" HT.)	1204.00	EA	$ 7.00	$ 8,428.00		1204.00	EA	$ 12.60	$ 15,170.40
26	Nephrolepis exaltata (12" HT.)	261.00	EA	$ 20.00	$ 5,220.00		261.00	EA	$ 10.80	$ 2,818.80
27	Tripsacum dactyloides (24" HT.)	191.00	EA	$ 28.00	$ 5,348.00		191.00	EA	$ 9.00	$ 1,719.00
28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	80000.00	SF	$ 1.00	$ 80,000.00		76849.00	SF	$ 0.52	$ 39,961.48
				Subtotal	**$ 877,646.00**				**Subtotal**	**$ 457,090.60**
IRRIGATION										
1	Turf Spray 1804-U-PRS 15 Strip Series	1.00	EA	$ 7,500.00	$ 7,500.00		13.00	EA	$ 60.00	$ 780.00
2	Turf Spray 1804-U-PRS HE-VAN Series	1.00	EA	$ 7,500.00	$ 7,500.00		428.00	EA	$ 70.00	$ 29,960.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	1.00	EA	$ 7,500.00	$ 7,500.00		16.00	EA	$ 80.00	$ 1,280.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	1.00	EA	$ 7,500.00	$ 7,500.00		377.00	EA	$ 90.00	$ 33,930.00

5	Flood Bubbler 1804-PRS-1400 FLOOD	1.00	EA	$ 7,500.00	$ 7,500.00		441.00	EA	$ 60.00	$ 26,460.00
6	Turf Rotor 3504-PC-SAM .75	1.00	EA	$ 7,500.00	$ 7,500.00		9.00	EA	$ 125.00	$ 1,125.00
7	Turf Rotor 3504-PC-SAM 1.0	1.00	EA	$ 7,500.00	$ 7,500.00		3.00	EA	$ 125.00	$ 375.00
8	Turf Rotor 3504-PC-SAM 1.5	1.00	EA	$ 7,500.00	$ 7,500.00		3.00	EA	$ 125.00	$ 375.00
9	Turf Rotor 3504-PC-SAM 2.0	1.00	EA	$ 7,500.00	$ 7,500.00		12.00	EA	$ 125.00	$ 1,500.00
10	Turf Rotor 3504-PC-SAM 3.0	1.00	EA	$ 7,500.00	$ 7,500.00		4.00	EA	$ 125.00	$ 500.00
11	Turf Rotor 3504-PC-SAM 4.0	1.00	EA	$ 7,500.00	$ 7,500.00		72.00	EA	$ 125.00	$ 9,000.00
12	Plastic Industrial Control Valve PEB	1.00	EA	$ 8,500.00	$ 8,500.00		57.00	EA	$ 750.00	$ 42,750.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1.00	EA	$ 7,500.00	$ 7,500.00		1.00	EA	$ 2,750.00	$ 2,750.00
14	LNK2WIFI Controller Add-on	1.00	EA	$ 7,500.00	$ 7,500.00		1.00	EA	$ 200.00	$ 200.00
15	Rain Sensor RSD-BEX	1.00	EA	$ 7,500.00	$ 7,500.00		1.00	EA	$ 75.00	$ 75.00
16	Irrigation Lateral Line	1.00	LF	$ 9,000.00	$ 9,000.00		15355.00	LF	$ 5.00	$ 76,775.00
17	Irrigation Mainline	1.00	LF	$ 12,000.00	$ 12,000.00		2260.00	LF	$ 12.00	$ 27,120.00
18	Irrigation Pipe Sleeve	1.00	LF	$ 5,000.00	$ 5,000.00		375.00	LF	$ 15.00	$ 5,625.00
				Subtotal	**$ 139,500.00**				**Subtotal**	**$ 260,580.00**
SITE FURNISHINGS										
1	Landscape Forms FGP Litter Trash Receptacle	6.00	EA	$ 4,000.00	$ 24,000.00		6.00	EA	$ 1,210.00	$ 7,260.00
2	Elkay - LK4430BF1U Drinking Fountain	2.00	EA	$ 12,000.00	$ 24,000.00		4.00	EA	$ 860.00	$ 3,440.00
3	Mutt Mitt 1005/1007 Pet Station	5.00	EA	$ 800.00	$ 4,000.00		3.00	EA	$ 450.00	$ 1,350.00
4	Strata Beam Picnic Table	5.00	EA	$ 6,000.00	$ 30,000.00		1.00	EA	$ 3,860.00	$ 3,860.00
5	Table and Chairs Carousel 4 Seats Hoop	4.00	EA	$ 5,500.00	$ 22,000.00		3.00	EA	$ 7,880.00	$ 23,640.00
6	Flag Pole with Flag	6.00	EA	$ 5,000.00	$ 30,000.00		1.00	EA	$ 1,300.00	$ 1,300.00
7	Strata Beam Bench	2.00	EA	$ 6,000.00	$ 12,000.00		6.00	EA	$ 7,320.00	$ 43,920.00
				Subtotal	**$ 146,000.00**				**Subtotal**	**$ 84,770.00**
SITE LIGHTING AND ELECTRICAL										
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14.00	EA	$ 30,000.00	$ 420,000.00		0.00	EA	$ -	$ -
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6.00	EA	$ 30,000.00	$ 180,000.00		0.00	EA	$ -	$ -
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1.00	EA	$ 30,000.00	$ 30,000.00		0.00	EA	$ -	$ -
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7.00	EA	$ 30,000.00	$ 210,000.00		0.00	EA	$ -	$ -

5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3.00	EA	$ 30,000.00	$ 90,000.00		0.00	EA	$ -	$ -
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8.00	EA	$ 30,000.00	$ 240,000.00		0.00	EA	$ -	$ -
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1.00	LS	$ 30,000.00	$ 30,000.00		0.00	LS	$ -	$ -
8	Monument Sign Lights		ALLOW	$ 5,000.00	$ 5,000.00			ALLOW	$ 5,000.00	$ 5,000.00
9	Conduit (Furnish, and Install)	2500.00	LF	$ 58.00	$ 145,000.00		0.00	LF	$ -	$ -
10	Junction Box	6.00	EA	$ 2,800.00	$ 16,800.00		0.00	EA	$ -	$ -
				Subtotal	**$ 1,366,800.00**				**Subtotal**	**$ 584,000.00**
BID TOTAL					**$ 4,961,355.00**					**$ 4,674,434.08**

*Highlighted cells indicate calculation error.

*BID TOTAL listed in Bid Form is $5,219,686.17 but Subtotals equal to $4,674,434.08.

					Waypoint Contracting, Inc.					West Construction, Inc.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**			**Estimated Quantity**	**Unit of Measure**	**Price/Unit**	
GENERAL										
1	Permits	1.00	LS	$ 52,000.00	$ 52,000.00		1.00	LS	$ 180,000.00	$ 180,000.00
2	Construction Survey	1.00	LS	$ 29,250.00	$ 29,250.00		1.00	LS	$ 42,462.00	$ 42,462.00
3	Testing and Inspection Costs	1.00	LS	$ 18,750.00	$ 18,750.00		1.00	LS	$ 18,000.00	$ 18,000.00
4	Project Close Out	1.00	LS	$ 3,500.00	$ 3,500.00		1.00	LS	$ 30,000.00	$ 30,000.00
5	Demobilization	1.00	LS	$ 6,500.00	$ 6,500.00		1.00	LS	$ 18,000.00	$ 18,000.00
6	Mobilization, Bonds and Insurance	1.00	LS	$ 18,550.00	$ 18,550.00		1.00	LS	$ 240,000.00	$ 240,000.00
7	Maintenance of Traffic	1.00	LS	$ 9,800.00	$ 9,800.00		1.00	LS	$ 12,000.00	$ 12,000.00
8	Site Restoration	1.00	LS	$ 18,500.00	$ 18,500.00		1.00	LS	$ 24,000.00	$ 24,000.00
9	Owner's Allowance	1.00	LS	$ 200,000.00	$ 200,000.00		1.00	LS	$ 240,000.00	$ 240,000.00
	Subtotal			**Subtotal**	**$ 356,850.00**				**Subtotal**	**$ 804,462.00**
SITE PREPARATION										
1	Construction Fence	1600.00	LF	$ 3.75	$ 6,000.00		1642.00	LF	$ 9.02	$ 14,810.84
2	Silt Fence	1600.00	LF	$ 4.50	$ 7,200.00		1642.00	LF	$ 4.80	$ 7,881.60
3	Inlet Protection	12.00	EA	$ 275.00	$ 3,300.00		14.00	EA	$ 600.00	$ 8,400.00
4	Stabilized Construction Entrance	1.00	EA	**$ 6,500.00**	$ 6,500.00		1.00	EA	**$ 6,000.00**	$ 6,000.00
5	Tree Removal	11.00	EA	$ 900.00	$ 9,900.00		11.00	EA	$ 1,479.60	$ 16,275.60
6	Tree Relocation	10.00	EA	$ 1,750.00	$ 17,500.00		11.00	EA	$ 1,440.00	$ 15,840.00
7	Prune/Clean up Existing Trees	1.00	EA	$ 2,200.00	$ 2,200.00		21.00	EA	$ 300.00	$ 6,300.00
8	Clearing and Grubbing	1.00	LS	$ 38,500.00	$ 38,500.00		1.00	LS	$ 14,400.00	$ 14,400.00
9	Demolition	1.00	LS	$ 21,500.00	$ 21,500.00		1.00	LS	$ 216,392.40	$ 216,392.40
10	Site Grading	1.00	LS	$ 58,700.00	$ 58,700.00		1.00	LS	$ 19,996.80	$ 19,996.80
11	Sediment Trap	1.00	LS	$ 2,800.00	$ 2,800.00		1.00	LS	$ 4,200.00	$ 4,200.00
12	Swing Gate	1.00	LS	$ 750.00	$ 750.00		1.00	LS	$ 1,800.00	$ 1,800.00
	Subtotal			**Subtotal**	**$ 174,850.00**				**Subtotal**	**$ 332,297.24**
CIVIL										
1	Type B Stabilization	3700.00	SY	$ 15.00	$ 55,500.00		1742.00	SY	$ 8.40	$ 14,632.80
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	4.00	LF	$ 425.00	$ 1,700.00		4.00	LF	$ 336.00	$ 1,344.00
3	Detectable Warnings	32.00	SF	$ 48.75	$ 1,560.00		47.00	SF	$ 66.00	$ 3,102.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	36.00	LF	$ 12.50	$ 450.00		35.00	LF	$ 3.00	$ 105.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	150.00	TN	$ 360.00	$ 54,000.00	106.00	TN	$ 320.40	$ 33,962.40
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1400.00	SY	$ 38.00	$ 53,200.00	1380.00	SY	$ 22.62	$ 31,215.60
7	Type B, Stabilization (Parking Lot)	1400.00	SY	$ 18.50	$ 25,900.00	0.00	SY	$ 8.40	$ -
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	43.00	TN	$ 360.00	$ 15,480.00	35.00	TN	$ 296.40	$ 10,374.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	450.00	SY	$ 38.00	$ 17,100.00	444.00	SY	$ 22.62	$ 10,043.28
10	Type B, Stabilization (Temporary Pedestrian Path)	450.00	SY	$ 18.50	$ 8,325.00	444.00	SY	$ 8.40	$ 3,729.60
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	14.00	TN	$ 360.00	$ 5,040.00	50.00	TN	$ 336.00	$ 16,800.00
12	#5 Open Graded Base Course	111.00	SY	$ 28.00	$ 3,108.00	219.00	SY	$ 36.00	$ 7,884.00
13	#1 Open Graded Stone	111.00	SY	$ 46.00	$ 5,106.00	219.00	SY	$ 48.00	$ 10,512.00
14	Non-Woven Geotextile	1000.00	SF	$ 5.50	$ 5,500.00	34155.00	SF	$ 2.40	$ 81,972.00
15	6" Thick Concrete Sidewalk and Driveways	88.00	SY	$ 92.00	$ 8,096.00	66.00	SY	$ 14.40	$ 950.40
16	Thermoplastic, Standard Os, White, 4"	1.00	GM	$ 8,500.00	$ 8,500.00	1.00	GM	$ 2,640.00	$ 2,640.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	0.25	GM	$ 8,500.00	$ 2,125.00	1.00	GM	$ 2,580.00	$ 2,580.00
18	Thermoplastic, Standard, Blue, Solid, 6"	205.00	LF	$ 4.90	$ 1,004.50	72.00	LF	$ 1.80	$ 129.60
19	Type 'D' Curb	1177.00	LF	$ 37.00	$ 43,549.00	1064.00	LF	$ 31.80	$ 33,835.20
20	18" Exfiltration Trench	900.00	LF	$ 155.00	$ 139,500.00	900.00	LF	$ 192.00	$ 172,800.00
21	18" Solid HDPE Drainage Pipe	350.00	LF	$ 115.00	$ 40,250.00	1123.00	LF	$ 148.80	$ 167,102.40
22	8" Solid HDPE Drainage Pipe	120.00	LF	$ 38.00	$ 4,560.00	142.00	LF	$ 123.59	$ 17,549.78
23	10" Solid HDPE Drainage Pipe	80.00	LF	$ 42.00	$ 3,360.00	24.00	LF	$ 135.59	$ 3,254.16
24	12" Trench Drain	35.00	LF	$ 350.00	$ 12,250.00	35.00	LF	$ 240.00	$ 8,400.00
25	Skimmer for French Drain Outlet	23.00	EA	$ 1,150.00	$ 26,450.00	1.00	EA	$ 4,800.00	$ 4,800.00
26	5' Diameter Catch Basin	7.00	EA	$ 4,850.00	$ 33,950.00	5.00	EA	$ 11,400.00	$ 57,000.00
27	Type P9 Inlet	0.00	EA	$ -	$ -	2.00	EA	$ 9,840.00	$ 19,680.00
28	Nyloplast Drain Basin	2.00	EA	$ 7,200.00	$ 14,400.00	2.00	EA	$ 5,400.00	$ 10,800.00
29	4' Diameter Manhole	3.00	EA	$ 11,950.00	$ 35,850.00	1.00	EA	$ 10,200.00	$ 10,200.00
30	Sanitary Sewer Manhole	1.00	EA	$ 10,985.00	$ 10,985.00	1.00	EA	$ 10,798.80	$ 10,798.80
31	6" DIP Pipe (Sanitary Sewer Lateral)	50.00	LF	$ 300.00	$ 15,000.00	35.00	LF	$ 107.99	$ 3,779.65
32	Sanitary Sewer Cleanout	1.00	EA	$ 1,550.00	$ 1,550.00	1.00	EA	$ 1,740.00	$ 1,740.00

33	2" HDPE Pipe (Water)	100.00	LF	$ 9.75	$ 975.00		26.00	LF	$ 134.40	$ 3,494.40
34	2" Water Meter and Vault	2.00	EA	$ 12,250.00	$ 24,500.00		2.00	EA	$ 6,000.00	$ 12,000.00
35	Backflow Preventor	2.00	EA	$ 3,350.00	$ 6,700.00		2.00	EA	$ 4,794.00	$ 9,588.00
36	1-1/2" Corporation Stop	2.00	EA	$ 5,200.00	$ 10,400.00		2.00	EA	$ 2,100.00	$ 4,200.00
	Subtotal			**Subtotal**	**$ 695,923.50**				**Subtotal**	**$ 782,999.07**
HARDSCAPE										
1	Concrete Ramp with Wall and Seat	1.00	SF	$ 175,000.00	$ 175,000.00		2380.00	SF	$ 72.00	$ 171,360.00
2	Amphitheater Step Seat	1.00	SF	$ 58,000.00	$ 58,000.00		584.00	SF	$ 60.00	$ 35,040.00
3	Concrete Stage	1.00	SF	$ 45,500.00	$ 45,500.00		528.00	SF	$ 24.00	$ 12,672.00
4	4" Thick Concrete Walk with Rock Salt Finish	12400.00	SF	$ 8.35	$ 103,540.00		11899.00	SF	$ 12.00	$ 142,788.00
5	6" x 12" Flush Concrete Band with Sponge Finish	110.00	SF	$ 25.00	$ 2,750.00		117.00	SF	$ 30.00	$ 3,510.00
6	Concrete Star Platform	4.00	SF	$ 3,900.00	$ 15,600.00		741.00	SF	$ 42.00	$ 31,122.00
7	Wood Decking Including Structural	1.00	SF	$ 64,500.00	$ 64,500.00		324.00	SF	$ 120.00	$ 38,880.00
8	Bound Rubberized Mulch Path	800.00	SF	$ 30.50	$ 24,400.00		702.00	SF	$ 48.00	$ 33,696.00
9	Custom 4' High Perimeter Fence	375.00	LF	$ 615.00	$ 230,625.00		700.00	LF	$ 213.60	$ 149,520.00
10	Custom 4' High Perimeter Vehicular Gate	2.00	LF	$ 22,800.00	$ 45,600.00		54.00	LF	$ 855.60	$ 46,202.40
11	Custom 4' High Perimeter Pedestrian Gate	1.00	LF	$ 12,500.00	$ 12,500.00		4.00	LF	$ 1,830.00	$ 7,320.00
12	Tetrapod – Wausau Tile	6.00	EA	$ 30,200.00	$ 181,200.00		6.00	EA	$ 32,712.00	$ 196,272.00
13	Monument Sign with Letters and Village Seal	1.00	LS	$ 72,582.00	$ 72,582.00		1.00	LS	$ 108,000.00	$ 108,000.00
	Subtotal			**Subtotal**	**$ 1,031,797.00**				**Subtotal**	**$ 976,382.40**
LANDSCAPE										
1	Planting Mulch (3" depth)	2240.00	CY	$ 10.00	$ 22,400.00		100.00	CY	$ 180.00	$ 18,000.00
2	Topsoil Under Sod (4" depth)	972.00	CY	$ 85.00	$ 82,620.00		440.00	CY	$ 24.00	$ 10,560.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	144.00	CY	$ 105.00	$ 15,120.00		220.00	CY	$ 48.00	$ 10,560.00
4	Plant Fertilizer	1.00	LS	$ 2,500.00	$ 2,500.00		1.00	LS	$ 12,000.00	$ 12,000.00
	Trees									
5	Bursera simaruba (4" DBH/18' HT.)	18.00	EA	$ 1,125.00	$ 20,250.00		18.00	EA	$ 1,800.00	$ 32,400.00
6	Bursera simaruba (3" DBH/14' HT.)	24.00	EA	$ 665.00	$ 15,960.00		24.00	EA	$ 1,080.00	$ 25,920.00
7	Bursera simaruba (2" DBH/10' HT.)	15.00	EA	$ 435.00	$ 6,525.00		18.00	EA	$ 324.00	$ 5,832.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30.00	EA	$ 1,385.00	$ 41,550.00		30.00	EA	$ 2,160.00	$ 64,800.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2.00	EA	$ 1,150.00	$ 2,300.00		2.00	EA	$ 1,200.00	$ 2,400.00

10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7.00	EA	$ 660.00	$ 4,620.00	7.00	EA	$ 675.60	$ 4,729.20
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9.00	EA	$ 445.00	$ 4,005.00	9.00	EA	$ 315.60	$ 2,840.40
12	Eugenia confusa (2" DBH/8' HT.)	26.00	EA	$ 550.00	$ 14,300.00	26.00	EA	$ 630.00	$ 16,380.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3.00	EA	$ 1,438.00	$ 4,314.00	3.00	EA	$ 2,700.00	$ 8,100.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70.00	EA	$ 550.00	$ 38,500.00	70.00	EA	$ 540.00	$ 37,800.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3.00	EA	$ 575.00	$ 1,725.00	3.00	EA	$ 1,035.60	$ 3,106.80
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3.00	EA	$ 325.00	$ 975.00	3.00	EA	$ 324.00	$ 972.00
17	Taxodium distichum (3" DBH/12' HT.)	22.00	EA	$ 685.00	$ 15,070.00	22.00	EA	$ 990.00	$ 21,780.00
	Palms								
18	Sabal palmetto (12-18' CT.)	51.00	EA	$ 385.00	$ 19,635.00	51.00	EA	$ 720.00	$ 36,720.00
19	Thrinax radiata (8' HT.)	10.00	EA	$ 975.00	$ 9,750.00	10.00	EA	$ 990.00	$ 9,900.00
	Shrubs & Groundcovers								
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449.00	EA	$ 18.00	$ 8,082.00	449.00	EA	$ 43.20	$ 19,396.80
21	Psychotria tenuifolia (24" HT.)	813.00	EA	$ 18.00	$ 14,634.00	813.00	EA	$ 42.00	$ 34,146.00
22	Serenoa repens 'Silver' (24" HT.)	543.00	EA	$ 55.00	$ 29,865.00	543.00	EA	$ 450.00	$ 244,350.00
23	Zamia pumila (24" HT.)	117.00	EA	$ 55.00	$ 6,435.00	117.00	EA	$ 63.60	$ 7,441.20
24	Arachis glabrata (12" HT.)	1170.00	EA	$ 10.00	$ 11,700.00	1770.00	EA	$ 7.20	$ 12,744.00
25	Helianthus debilis (12" HT.)	1204.00	EA	$ 10.00	$ 12,040.00	1204.00	EA	$ 7.20	$ 8,668.80
26	Nephrolepis exaltata (12" HT.)	261.00	EA	$ 18.00	$ 4,698.00	261.00	EA	$ 16.80	$ 4,384.80
27	Tripsacum dactyloides (24" HT.)	191.00	EA	$ 20.00	$ 3,820.00	191.00	EA	$ 8.10	$ 1,547.10
28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	79849.00	SF	$ 0.80	$ 63,879.20	78849.00	SF	$ 0.95	$ 74,906.55
	Subtotal			**Subtotal**	**$ 477,272.20**			**Subtotal**	**$ 732,385.65**
IRRIGATION									
1	Turf Spray 1804-U-PRS 15 Strip Series	834.00	EA	$ 42.00	$ 35,028.00	14.00	EA	$ 72.00	$ 1,008.00
2	Turf Spray 1804-U-PRS HE-VAN Series	441.00	EA	$ 38.00	$ 16,758.00	428.00	EA	$ 150.00	$ 64,200.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	103.00	EA	$ 30.00	$ 3,090.00	16.00	EA	$ 120.00	$ 1,920.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	23.00	EA	Included	Included	377.00	EA	$ 120.00	$ 45,240.00

5	Flood Bubbler 1804-PRS-1400 FLOOD	0.00	EA	Included	Included	441.00	EA	$ 78.00	$ 34,398.00
6	Turf Rotor 3504-PC-SAM .75	0.00	EA	Included	Included	9.00	EA	$ 60.00	$ 540.00
7	Turf Rotor 3504-PC-SAM 1.0	0.00	EA	Included	Included	3.00	EA	$ 66.00	$ 198.00
8	Turf Rotor 3504-PC-SAM 1.5	0.00	EA	Included	Included	3.00	EA	$ 72.00	$ 216.00
9	Turf Rotor 3504-PC-SAM 2.0	0.00	EA	Included	Included	12.00	EA	$ 78.00	$ 936.00
10	Turf Rotor 3504-PC-SAM 3.0	0.00	EA	Included	Included	4.00	EA	$ 84.00	$ 336.00
11	Turf Rotor 3504-PC-SAM 4.0	0.00	EA	Included	Included	72.00	EA	$ 90.00	$ 6,480.00
12	Plastic Industrial Control Valve PEB	23.00	EA	$ 1,250.00	$ 28,750.00	57.00	EA	$ 900.00	$ 51,300.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1.00	EA	$ 47,500.00	$ 47,500.00	1.00	EA	$ 2,400.00	$ 2,400.00
14	LNK2WIFI Controller Add-on	1.00	EA	$ 12,500.00	$ 12,500.00	1.00	EA	$ 300.00	$ 300.00
15	Rain Sensor RSD-BEX	1.00	EA	$ 2,850.00	$ 2,850.00	1.00	EA	$ 36.00	$ 36.00
16	Irrigation Lateral Line	15355.00	LF	$ 3.50	$ 53,742.50	15355.00	LF	$ 4.80	$ 73,704.00
17	Irrigation Mainline	2260.00	LF	$ 10.00	$ 22,600.00	2260.00	LF	$ 4.80	$ 10,848.00
18	Irrigation Pipe Sleeve	240.00	LF	$ 10.00	$ 2,400.00	375.00	LF	$ 8.40	$ 3,150.00
	Subtotal			**Subtotal**	**$ 225,218.50**			**Subtotal**	**$ 297,210.00**
SITE FURNISHINGS									
1	Landscape Forms FGP Litter Trash Receptacle	6.00	EA	$ 1,850.00	$ 11,100.00	6.00	EA	$ 1,260.00	$ 7,560.00
2	Elkay - LK4430BF1U Drinking Fountain	2.00	EA	$ 9,850.00	$ 19,700.00	2.00	EA	$ 18,000.00	$ 36,000.00
3	Mutt Mitt 1005/1007 Pet Station	6.00	EA	$ 950.00	$ 5,700.00	6.00	EA	$ 900.00	$ 5,400.00
4	Strata Beam Picnic Table	4.00	EA	$ 4,250.00	$ 17,000.00	4.00	EA	$ 4,678.80	$ 18,715.20
5	Table and Chairs Carousel 4 Seats Hoop	4.00	EA	$ 4,950.00	$ 19,800.00	3.00	EA	$ 4,680.00	$ 14,040.00
6	Flag Pole with Flag		EA		$ -	1.00	EA	$ 9,426.00	$ 9,426.00
7	Strata Beam Bench	6.00	EA	$ 5,985.00	$ 35,910.00	6.00	EA	$ 3,360.00	$ 20,160.00
	Subtotal			**Subtotal**	**$ 109,210.00**			**Subtotal**	**$ 111,301.20**
SITE LIGHTING AND ELECTRICAL									
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14.00	EA	$ 19,200.00	$ 268,800.00	14.00	EA	$ 12,000.00	$ 168,000.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6.00	EA	$ 12,500.00	$ 75,000.00	6.00	EA	$ 12,000.00	$ 72,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1.00	EA	$ 30,500.00	$ 30,500.00	1.00	EA	$ 17,260.80	$ 17,260.80
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7.00	EA	$ 11,850.00	$ 82,950.00	7.00	EA	$ 10,639.20	$ 74,474.40

5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3.00	EA	$ 16,850.00	$ 50,550.00		3.00	EA	$ 17,260.80	$ 51,782.40
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8.00	EA	$ 15,200.00	$ 121,600.00		8.00	EA	$ 17,260.80	$ 138,086.40
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1.00	LS	$ 22,500.00	$ 22,500.00		1.00	LS	$ 30,000.00	$ 30,000.00
8	Monument Sign Lights		ALLOW	$ 5,000.00	$ 5,000.00			ALLOW	$ 6,000.00	$ 6,000.00
9	Conduit (Furnish, and Install)	1.00	LF	$ 47,500.00	$ 47,500.00		2000.00	LF	$ 31.20	$ 62,400.00
10	Junction Box	45.00	EA	$ 550.00	$ 24,750.00		4.00	EA	$ 1,080.00	$ 4,320.00
	Subtotal			**Subtotal**	**$ 729,150.00**				**Subtotal**	**$ 624,324.00**
BID TOTAL					**$ 3,800,271.20**					**$ 4,661,361.56**

*Highlighted cells indicate calculation error.

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$ 10,000.00	$ 10,000.00
2	Construction Survey	1	LS	$ 50,000.00	$ 50,000.00
3	Testing and Inspection Costs	1	LS	$ 50,000.00	$ 50,000.00
4	Project Close Out	1	LS	$ 10,000.00	$ 10,000.00
5	Demobilization	1	LS	$ 15,000.00	$ 15,000.00
6	Mobilization, Bonds and Insurance	1	LS	$ 220,000.00	$ 220,000.00
7	Maintenance of Traffic	1	LS	$ 8,000.00	$ 8,000.00
8	Site Restoration	1	LS	$ 60,000.00	$ 60,000.00
9	Owner's Allowance	1	LS	$200,000	$200,000
				Subtotal:	**$** 623,000.00
SITE PREPARATION					
1	Construction Fence	800.00	LF	$ 10.00	$ 8,000.00
2	Silt Fence	1,645.00	LF	$ 6.00	$ 9,870.00
3	Inlet Protection	6.00	EA	$ 400.00	$ 2,400.00
4	Stabilized Construction Entrance	1.00	EA	$ 5,500.00	$ 5,500.00
5	Tree Removal	11.00	EA	$ 850.00	$ 9,350.00
6	Tree Relocation	10.00	EA	$ 850.00	$ 8,500.00
7	Prune/Clean up Existing Trees	10.00	EA	$ 250.00	$ 2,500.00
8	Clearing and Grubbing	1.00	LS	$ 75,000.00	$ 75,000.00
9	Demolition	1.00	LS	$ 40,000.00	$ 40,000.00
10	Site Grading	1.00	LS	$ 100,000.00	$ 100,000.00
11	Sediment Trap	1.00	LS	$ 3,300.00	$ 3,300.00
12	Swing Gate	1.00	LS	$ 1,500.00	$ 1,500.00
				Subtotal:	**$** 265,920.00
CIVIL					
1	Type B Stabilization	1,689.00	SY	$ 15.00	$ 25,335.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	500.00	LF	$ 2.00	$ 1,000.00
3	Detectable Warnings	30.00	SF	$ 60.00	$ 1,800.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	500.00	LF	$ 2.00	$ 1,000.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	420.00	TN	$ 180.00	$ 75,600.00
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1,680.00	SY	$ 40.00	$ 67,560.00
7	Type B, Stabilization (Parking Lot)	1,680.00	SY	$ 15.00	$ 25,335.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	103.00	TN	$ 180.00	$ 18,540.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	443.00	SY	$ 40.00	$ 17,720.00
10	Type B, Stabilization (Temporary Pedestrian Path)	443.00	SY	$ 12.00	$ 5,316.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	523.00	TN	$ 180.00	$ 94,140.00
12	#5 Open Graded Base Course	1.00	SY	$ 1,000.00	$ 1,000.00
13	#1 Open Graded Stone	1.00	SY	$ 1,000.00	$ 1,000.00
14	Non-Woven Geotextile	5,000.00	SF	$ 1.00	$ 5,000.00
15	6" Thick Concrete Sidewalk and Driveways	23.00	SY	$ 65.00	$ 1,495.00
16	Thermoplastic, Standard Os, White, 4"	1.00	GM	$ 3,000.00	$ 3,000.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1.00	GM	$ 3,000.00	$ 3,000.00
18	Thermoplastic, Standard, Blue, Solid, 6"	100.00	LF	$ 7.00	$ 700.00
19	Type 'D' Curb	1,080.00	LF	$ 24.00	$ 25,920.00
20	18" Exfiltration Trench	980.00	LF	$ 260.00	$ 254,800.00
21	18" Solid HDPE Drainage Pipe	108.00	LF	$ 110.00	$ 11,880.00
22	8" Solid HDPE Drainage Pipe	140.00	LF	$ 80.00	$ 11,200.00
23	10" Solid HDPE Drainage Pipe	25.00	LF	$ 92.00	$ 2,300.00
24	12" Trench Drain	37.00	LF	$ 280.00	$ 10,360.00
25	Skimmer for French Drain Outlet	1.00	EA	$ 9,000.00	$ 9,000.00
26	5' Diameter Catch Basin	5.00	EA	$ 6,200.00	$ 31,000.00
27	Type P9 Inlet	2.00	EA	$ 8,000.00	$ 16,000.00
28	Nyloplast Drain Basin	2.00	EA	$ 4,100.00	$ 8,200.00
29	4' Diameter Manhole	1.00	EA	$ 8,200.00	$ 8,200.00
30	Sanitary Sewer Manhole	1.00	EA	$ 12,000.00	$ 12,000.00
31	6" DIP Pipe (Sanitary Sewer Lateral)	35.00	LF	$ 340.00	$ 11,900.00
32	Sanitary Sewer Cleanout	1.00	EA	$ 8,000.00	$ 8,000.00
33	2" HDPE Pipe (Water)	26.00	LF	$ 125.00	$ 3,250.00
34	2" Water Meter and Vault	1.00	EA	$ 3,500.00	$ 3,500.00
35	Backflow Preventor	1.00	EA	$ 3,500.00	$ 3,500.00
36	1-1/2" Corporation Stop	1.00	EA	$ 3,500.00	$ 3,500.00
				Subtotal:	$ 783,051.00
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	1.00	SF	$ 78,000.00	$ 78,000.00
2	Amphitheater Step Seat	81.00	SF	$ 135.00	$ 10,935.00
3	Concrete Stage	1.00	SF	$ 20,000.00	$ 20,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	13,123.00	SF	$ 7.00	$ 91,861.00

5	6" x 12" Flush Concrete Band with Sponge Finish	403.00	SF	$ 24.00	$ 9,672.00
6	Concrete Star Platform	675.00	SF	$ 15.00	$ 10,125.00
7	Wood Decking Including Structural	322.00	SF	$ 200.00	$ 64,400.00
8	Bound Rubberized Mulch Path	706.00	SF	$ 40.00	$ 28,240.00
9	Custom 4' High Perimeter Fence	700.00	LF	$ 265.00	$ 185,500.00
10	Custom 4' High Perimeter Vehicular Gate	54.00	LF	$ 800.00	$ 43,200.00
11	Custom 4' High Perimeter Pedestrian Gate	4.00	LF	$ 2,000.00	$ 8,000.00
12	Tetrapod – Wausau Tile	6.00	EA	$ 30,000.00	$ 180,000.00
13	Monument Sign with Letters and Village Seal	1.00	LS	$ 30,000.00	$ 30,000.00
				Subtotal:	**$** 759,933.00
LANDSCAPE					
1	Planting Mulch (3" depth)	1,300.00	CY	$ 9.00	$ 11,700.00
2	Topsoil Under Sod (4" depth)	300.00	CY	70.00	21,000.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	300.00	CY	$ 70.00	$ 21,000.00
4	Plant Fertilizer	1.00	LS	$ 5,000.00	$ 5,000.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	18.00	EA	$ 3,000.00	$ 54,000.00
6	Bursera simaruba (3" DBH/14' HT.)	24.00	EA	$ 2,000.00	$ 48,000.00
7	Bursera simaruba (2" DBH/10' HT.)	15.00	EA	$ 1,000.00	$ 15,000.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30.00	EA	$ 3,800.00	$ 114,000.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2.00	EA	$ 2,800.00	$ 5,600.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7.00	EA	$ 2,000.00	$ 14,000.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9.00	EA	$ 1,200.00	$ 10,800.00
12	Eugenia confusa (2" DBH/8' HT.)	26.00	EA	$ 1,200.00	$ 31,200.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3.00	EA	$ 2,100.00	$ 6,300.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70.00	EA	$ 800.00	$ 56,000.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3.00	EA	$ 800.00	$ 2,400.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3.00	EA	$ 800.00	$ 2,400.00
17	Taxodium distichum (3" DBH/12' HT.)	22.00	EA	$ 600.00	$ 13,200.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51.00	EA	$ 1,100.00	$ 56,100.00
19	Thrinax radiata (8' HT.)	10.00	EA	$ 1,800.00	$ 18,000.00
	Shrubs & Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449.00	EA	$ 65.00	$ 29,185.00
21	Psychotria tenuifolia (24" HT.)	813.00	EA	$ 35.00	$ 28,455.00
22	Serenoa repens 'Silver' (24" HT.)	543.00	EA	$ 350.00	$ 190,050.00
23	Zamia pumila (24" HT.)	117.00	EA	$ 110.00	$ 12,870.00
24	Arachis glabrata (12" HT.)	1,770.00	EA	$ 7.00	$ 12,390.00
25	Helianthus debilis (12" HT.)	1,204.00	EA	$ 7.00	$ 8,428.00
26	Nephrolepis exaltata (12" HT.)	261.00	EA	$ 20.00	$ 5,220.00
27	Tripsacum dactyloides (24" HT.)	191.00	EA	$ 28.00	$ 5,348.00

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	80,000.00	SF	$ 1.00	$ 80,000.00
				Subtotal	**$** 877,646.00
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	1.00	EA	$ 7,500.00	$ 7,500.00
2	Turf Spray 1804-U-PRS HE-VAN Series	1.00	EA	$ 7,500.00	$ 7,500.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	1.00	EA	$ 7,500.00	$ 7,500.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	1.00	EA	$ 7,500.00	$ 7,500.00
5	Flood Bubbler 1804-PRS-1400 FLOOD	1.00	EA	$ 7,500.00	$ 7,500.00
6	Turf Rotor 3504-PC-SAM .75	1.00	EA	$ 7,500.00	$ 7,500.00
7	Turf Rotor 3504-PC-SAM 1.0	1.00	EA	$ 7,500.00	$ 7,500.00
8	Turf Rotor 3504-PC-SAM 1.5	1.00	EA	$ 7,500.00	$ 7,500.00
9	Turf Rotor 3504-PC-SAM 2.0	1.00	EA	$ 7,500.00	$ 7,500.00
10	Turf Rotor 3504-PC-SAM 3.0	1.00	EA	$ 7,500.00	$ 7,500.00
11	Turf Rotor 3504-PC-SAM 4.0	1.00	EA	$ 7,500.00	$ 7,500.00
12	Plastic Industrial Control Valve PEB	1.00	EA	$ 8,500.00	$ 8,500.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1.00	EA	$ 7,500.00	$ 7,500.00
14	LNK2WIFI Controller Add-on	1.00	EA	$ 7,500.00	$ 7,500.00
15	Rain Sensor RSD-BEX	1.00	EA	$ 7,500.00	$ 7,500.00
16	Irrigation Lateral Line	1.00	LF	$ 9,000.00	$ 9,000.00
17	Irrigation Mainline	1.00	LF	$ 12,000.00	$ 12,000.00
18	Irrigation Pipe Sleeve	1.00	LF	$ 5,000.00	$ 5,000.00
				Subtotal:	**$** 139,500.00
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6.00	EA	$ 4,000.00	$ 24,000.00
2	Elkay - LK4430BF1U Drinking Fountain	2.00	EA	$ 12,000.00	$ 24,000.00
3	Mutt Mitt 1005/1007 Pet Station	5.00	EA	$ 800.00	$ 4,000.00
4	Strata Beam Picnic Table	5.00	EA	$ 6,000.00	$ 30,000.00
5	Table and Chairs Carousel 4 Seats Hoop	4.00	EA	$ 5,500.00	$ 22,000.00
6	Flag Pole with Flag	6.00	EA	$ 5,000.00	$ 30,000.00
7	Strata Beam Bench	2.00	EA	$ 6,000.00	$ 12,000.00
				Subtotal:	**$** 146,000.00
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14.00	EA	$ 30,000.00	$ 420,000.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6.00	EA	$ 30,000.00	$ 180,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1.00	EA	$ 30,000.00	$ 30,000.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7.00	EA	$ 30,000.00	$ 210,000.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3.00	EA	$ 30,000.00	$ 90,000.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8.00	EA	$ 30,000.00	$ 240,000.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1.00	LS	$ 30,000.00	$ 30,000.00

8	Monument Sign Lights		ALL OW	$5,000	$5,000
9	Conduit (Furnish, and Install)	2,500.00	LF	$ 58.00	$ 145,000.00
10	Junction Box	6.00	EA	$ 2,800.00	$ 16,800.00
				Subtotal:	**$** 1,366,800.00
				GRAND TOTAL	$ 4,961,850.00

Total Bid Amount..... $ 4,961,850.00

Total Bid Amount (in words): Four Million Nine Hundred Sxty-One Thousand Eight Hundred Fifty Dollars

Signature of Official: _____

Name: Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:
   -Lump Sum (LS)
   -Each (EA)
   -Square Feet (SF)
   -Cubic Yards (CY)
   -Square Yards (SY)
   -Ton (TN)
   -Linear Feet (LF)
   -Gross Mile (GM)
   -Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Not Applicable				
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

4.1:

BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$25,000.00	$25,000.00
2	Construction Survey	1	LS	$70,000.00	$70,000.00
3	Testing and Inspection Costs	1	LS	$16,465.00	$16,465.00
4	Project Closeout	1	LS	$5,000.00	$5,000.00
5	Demobilization	1	LS	$10,000.00	$10,000.00
6	Mobilization, Bonds and Insurance	1	LS	$236,195.00	$236,195.00
7	Maintenance of Traffic	1	LS	$12,000.00	$12,000.00
8	Site Restoration	1	LS	$6,000.00	$6,000.00
9	Owner's Allowance	1	LS	$200,000.00	$200,000.00
				Subtotal:	**$580,660.00**
SITE PREPARATION					
1	Construction Fence	0	LF	$8.00	$0.00
2	Silt Fence	3,450	LF	$4.50	$15,525.00
3	Inlet Protection	14	EA	$250.00	$3,500.00
4	StabilizedConstruction Entrance	1	EA	$6,500.00	$6,500.00
5	Tree Removal	0	EA	$950.00	$0.00
6	Tree Relocation	1	EA	$1,100.00	$1,100.00
7	Prune/Cleanup Existing Trees	0	EA	$0.00	$0.00
8	Clearing and Grubbing (13.9 AC)	1	LS	$125,100.00	$125,100.00
9	Demolition	1	LS	$32,000.00	$32,000.00
10	Site Grading	1	LS	$430,000.00	$430,000.00
11	Sediment Trap	1	LS	$3,100.00	$3,100.00
12	Swing Gate	1	LS	$2,100.00	$2,100.00
				Subtotal:	**$618,925.00**
SITE PREPARATION					
1	Type B Stabilization	7,000	SY	$2.00	$14,000.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message or Symbol (ADA Symbol)	600	LF	$8.00	$4,800.00
3	Detectable Warnings	120	SF	$20.00	$2,400.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid for Stop Line 24"	80	LF	$16.00	$1,280.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
SITE PREPARATION (cont.)					
5	Super Asphaltic Concrete, SP - 12.5, Type C (Parking Lot)	423	TN	$270.00	$114,210.00
6	Limerock, Optional Base, Group 4 (Parking Lot)	6,733	SY	$25.00	$168,325.00
7	Type B, Stabilization (Parking Lot)	6,733	SY	$7.00	$47,131.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	175	TN	$270.00	$47,250.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	1,600	SY	$19.00	$30,400.00
10	Type B, Stabilization (Temporary Pedestrian Path)	1,600	SY	$3.00	$4,800.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	10	TN	$315.00	$3,150.00
12	#5 Open Graded Base Course	911	SY	$30.00	$27,330.00
13	#1 Open Graded Stone	911	SY	$30.00	$27,330.00
14	Non-Woven Geotextile	600	SF	$2.50	$1,500.00
15	6" Thick Concrete Sidewalk and Driveways	100	SY	$80.00	$8,000.00
16	Thermoplastic, Standard Os, White 4"	1	GM	$2,500.00	$2,500.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1	GM	$3,500.00	$3,500.00
18	Thermoplastic, Standard, Blue, Solid, 6"	200	LF	$9.00	$1,800.00
19	Type D Curb	2,400	LF	$10.00	$24,000.00
20	18" Exfiltration Trench	900	LF	$300.00	$270,000.00
21	18" Solid HDPE Drainage Pipe	240	LF	$130.00	$31,200.00
22	8" Solid HDPE Drainage Pipe	100	LF	$90.00	$9,000.00
23	10" Solid HDPE Drainage Pipe	40	LF	$100.00	$4,000.00
24	12" Trench Drain	36	LF	$300.00	$10,800.00
25	Skimmer for French Drain Outlet	1	EA	$600.00	$600.00
26	5' Diameter Catch Basin	5	EA	$10,000.00	$50,000.00
27	Type P9 Inlet	2	EA	$8,500.00	$17,000.00
28	Nyloplast Drain Basin	2	EA	$2,400.00	$4,800.00
29	4' Diameter Manhole	1	EA	$7,900.00	$7,900.00
30	Sanitary Sewer Manhole	1	EA	$8,200.00	$8,200.00
31	6" DIP Pipe (Sanitary Sewer Lateral)	60	LF	$225.00	$13,500.00
32	Sanitary Sewer Cleanout	1	EA	$425.00	$425.00
33	2" HDPE Pipe (Water)	20	LF	$45.00	$900.00
34	2" Water Meter and Vault	2	EA	$2,400.00	$4,800.00
35	Backflow Preventer	1	EA	$5,200.00	$5,200.00
36	1 - 1/2" Corporation Stop	2	EA	$1,350.00	$2,700.00
				Subtotal:	**$960,731.00**
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	2,940	SF	$45.00	$132,300.00
2	Amphitheater Step Seat	90	SF	$45.00	$4,050.00
3	Concrete Stage	4,800	SF	$45.00	$216,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	48,700	SF	$5.00	$243,500.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
HARDSCAPE (cont.)					
5	6" X 12" Flush Concrete Band with Sponge Finish	400	SF	$48.00	$19,200.00
6	Concrete Star Platform	4,800	SF	$4.50	$21,600.00
7	Wood Decking Including Structural	1,200	SF	$32.00	$38,400.00
8	Bound Rubberized Mulch Path	2,100	SF	$10.75	$22,575.00
9	Custom 4' High Perimeter Fence	700	LF	$305.00	$213,500.00
10	Custom 4' High Perimeter Vehicular Gate	26	LF	$305.00	$7,930.00
11	Custom 4' High Perimeter Pedestrian Gate	3	LF	$305.00	$915.00
12	Tetrapod - Wausau Tile	6	EA	$22,225.08	$133,350.48
13	Monument Sign with Letters and Village Seal	2	LS	$30,178.50	$60,357.00
				Subtotal:	**$1,113,677.48**
LANDSCAPE					
1	Planting Mulch (3" depth)	2,049	EA	$8.00	$16,392.00
2	Topsoil Under Sod (4" depth)	319	EA	$90.00	$28,710.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	1,172	EA	$20.00	$23,440.00
4	Plant Fertilizer	1	EA	$350.00	$350.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	24	EA	$558.00	$13,392.00
6	Bursera simaruba (3" DBH/14' HT.)	15	EA	$360.00	$5,400.00
7	Bursera simaruba (2" DBH/10' HT.)	18	EA	$1,530.00	$27,540.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$2,160.00	$64,800.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$1,980.00	$3,960.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$1,134.00	$7,938.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$585.00	$5,265.00
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$504.00	$13,104.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$360.00	$1,080.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$435.00	$30,450.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$630.00	$1,890.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$360.00	$1,080.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$360.00	$7,920.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51	EA	$333.00	$16,983.00
19	Thrinax radiata (8' HT.)	10	EA	$540.00	$5,400.00
	Shrubs and Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$16.20	$7,273.80
21	Psychotria tenuifolia (24" HT.)	813	EA	$10.80	$8,780.40
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$140.04	$76,041.72
23	Zamia pumila (24" HT.)	117	EA	$95.00	$11,115.00
24	Arachis glabrata (12" HT.)	1,770	EA	$10.80	$19,116.00
25	Helianthus debilis (12" HT.)	1,204	EA	$12.60	$15,170.40
26	Nephrolepis exaltata (12" HT.)	261	EA	$10.80	$2,818.80
27	Tripsacum dactyloides (24" HT.)	191	EA	$9.00	$1,719.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
LANDSCAPE (cont.)					
28	Stenotaphrum secundatum "Floratam' Solid Sod (Permanent and Temporary)	76,849	SF	$0.52 **Subtotal:**	$39,961.48 **$457,090.60**
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	13	EA	$60.00	$780.00
2	Turf Spray 1804-U-PRS HE-VAN Series	428	EA	$70.00	$29,960.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	16	EA	$80.00	$1,280.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	377	EA	$90.00	$33,930.00
5	Flood Bubbler 1804-PRS-1400 FLOOD	441	EA	$60.00	$26,460.00
6	Turf Rotor 3504-PC-SAM .75	9	EA	$125.00	$1,125.00
7	Turf Rotor 3504-PC-SAM 1.0	3	EA	$125.00	$375.00
8	Turf Rotor 3504-PC-SAM 1.5	3	EA	$125.00	$375.00
9	Turf Rotor 3504-PC-SAM 2.0	12	EA	$125.00	$1,500.00
10	Turf Rotor 3504-PC-SAM 3.0	4	EA	$125.00	$500.00
11	Turf Rotor 3504-PC-SAM 4.0	72	EA	$125.00	$9,000.00
12	Plastic Industrial Control Valve PEB	57	EA	$750.00	$42,750.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$2,750.00	$2,750.00
14	LNK2WIFI Controller Add-on	1	EA	$200.00	$200.00
15	Rain Sensor RSD-BEX	1	EA	$75.00	$75.00
16	Irrigation Lateral Line	15,355	EA	$5.00	$76,775.00
17	Irrigation Mainline	2,260	EA	$12.00	$27,120.00
18	Irrigation Pipe Sleeve	375	EA	$15.00	$5,625.00
				Subtotal:	**$260,580.00**
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$1,210.00	$7,260.00
2	Elkay - LK4430BF1U Drinking Fountain	4	EA	$860.00	$3,440.00
3	Mutt Mitt 1005/1007 Pet Station	3	EA	$450.00	$1,350.00
4	Strata Beam Picnic Table	1	EA	$3,860.00	$3,860.00
5	Table and Chairs Carousel 4 Seats Hoop	3	EA	$7,880.00	$23,640.00
6	Flag Pole with Flag	1	EA	$1,300.00	$1,300.00
7	Strata Beam Bench	6	EA	$7,320.00	$43,920.00
				Subtotal:	**$84,770.00**
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	0	EA	$0.00	$0.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	0	EA	$0.00	$0.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	0	EA	$0.00	$0.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	0	EA	$0.00	$0.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	0	EA	$0.00	$0.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	0	EA	$0.00	$0.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	0	EA	$0.00	$0.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
SITE LIGHTING AND ELECTRICAL (cont.)					
8	Monument Sign Lights	1	ALL OW	$5,000.00	$5,000.00
9	Conduit (Furnish, and Install)	0	LF	$0.00	$0.00
10	Junction Box	0	EA	$0.00	$0.00
				Subtotal:	**$584,000.00**
				Subtotal:	**$4,660,434.08**

GRAND TOTAL $5,219,686.17

Total Bid Amount..... $ **Five Million Two Hundred Nineteen Thousand Six Hundred**

Total Bid Amount (in words): **Eighty Six Dollars and .17/100 Cents**

Signature of Official:

Name: Mr. Alberto Garcia

Title: Vice President

Company: H G Construction, Development and Investment, Inc.

Date: 19-Mar-26

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:

Lump Sum (LS)
Each (EA)
Square Feet (SF)
Cubic Yards (CY)
Square Yards (SY)
Ton (TN)
Linear Feet (LF)
Gross Mile (GM)
Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Shield	EA	1	$260/mth	$3,120.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

From: Ava Fernandez
To: Alessia Bencomo
Subject: [EXT] RE: ITB# 2026-12-005 - Veteran Park - Phase 1 - Clarifications
Date: Friday, March 27, 2026 11:26:01 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image681940.png
image949353.png
image257867.png
image501998.png
image618369.png
image934620.png
image453813.png
Addendum #1 - ITB# 2026-12-005 - Email 3.27.2026.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 morning,

In response to your email requesting clarification on the numbers on the bid from for our bid on Veterans Park.

Please see the attached addendum 1 bid form.

After careful evaluation, our final bid number remains the same as time of bid, $3,800,271.20. This number already included the flagpole as per line items 6 furnishing. The discrepancy in the bid form was due to our fees and general conditions not being distributed in the divisions for hardscape and civil, which are now reflected in the attached bid form. Everything else remains the same.

Thank you for the opportunity to clarify.

Ava Fernandez
Estimating Coordinator
O: 786.608.1406
D: 786.723.6140
www.waypointci.com

WAYPOINT
Contracting, Inc.
SOUTH FLORIDA BUSINESS JOURNAL
BPtW
2025 BEST PLACES TO WORK

From: Alessia Bencomo <abencomo@palmettobay-fl.gov>

Sent: Friday, March 27, 2026 7:37 AM
To: Waypoint <info@waypointci.com>
Subject: RE: ITB# 2026-12-005 - Veteran Park - Phase 1 - Clarifications

Good Morning,

Just a quick reminder that the written clarification is due today, Friday, March 27th, 2026, no later than 12:00 p.m.

Best regards,

ALESSIA BENCOMO, MPA, NIGP-CPP, *Procurement Specialist*
Office 305.259.1289 | Main Fax 305.259.1292
9705 East Hibiscus Street, Palmetto Bay, FL 33157
abencomo@palmettobay-fl.gov | 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: Alessia Bencomo
Sent: Thursday, March 26, 2026 12:06 PM
To: Waypoint <info@waypointci.com>
Subject: ITB# 2026-12-005 - Veteran Park - Phase 1 - Clarifications

Good Afternoon,

Thank you for submitting a bid in response to ITB# 2026-12-005 – Veterans Park – Phase 1. Upon review of the Company's submission, there are two minor clarifications that are required.

1. Under the "SITE FURNISHINGS" line item for the project, the subtotal does not reflect the value calculated based on the unit pricing and the quantities listed in the Values Column. Specifically, the subtotal for "SITE

FURNISHINGS" provides for a bid of $504,771.00. However, based on the unit pricing and quantities submitted, the subtotal for "SITE FURNISHINGS" was calculated at $109,210.00. Please confirm that the correct bid subtotal for the "SITE FURNISHINGS" is $109,210.00.

2. Second, please be advised that in reviewing bid unit pricing, your Company provided a blank bid for the "Flag Pole with Flag" required pursuant to Addendum No. 1 to ITB# 2026-12-005. Your Company previously acknowledged receipt of Addendum No. 1 to ITB# 2026-12-005, confirming that all requirements therein were accounted for in your total bid submission. Pursuant to the Village's authority to waive minor technicalities and irregularities, the Village intends to deem this line item as a '$0.00' or 'No Charge' item to be provided at no additional cost to the Village.

If this $0.00 unit price value is incorrect or does not reflect your intent to provide this item at no cost, you must notify the Procurement Division in writing of your Company's intent to withdraw its bid from further consideration.

Please provide written clarification by Friday, March 26th, 2026, no later than 12:00 p.m.

Best regards,

ALESSIA BENCOMO, MPA, NIGP-CPP, *Procurement Specialist*
Office 305.259.1289 | Main Fax 305.259.1292
9705 East Hibiscus Street, Palmetto Bay, FL 33157
abencomo@palmettobay-fl.gov | www.palmettobay-fl.gov

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4.1:

BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$ 52,000.00	$ 52,000.00
2	Construction Survey	1	LS	$ 29,250.00	$ 29,250.00
3	Testing and Inspection Costs	1	LS	$ 18,750.00	$ 18,750.00
4	Project Close Out	1	LS	$ 3,500.00	$ 3,500.00
5	Demobilization	1	LS	$ 6,500.00	$ 6,500.00
6	Mobilization, Bonds and Insurance	1	LS	$ 18,550.00	$ 18,550.00
7	Maintenance of Traffic	1	LS	$ 9,800.00	$ 9,800.00
8	Site Restoration	1	LS	$ 18,500.00	$ 18,500.00
9	Owner's Allowance	1	LS	$ 200,000.00	$ 200,000.00
				Subtotal:	**$ 356,850.00**
SITE PREPARATION					
1	Construction Fence	1600	LF	$ 3.75	$ 6,000.00
2	Silt Fence	1600	LF	$ 4.50	$ 7,200.00
3	Inlet Protection	12	EA	$ 275.00	$ 3,300.00
4	Stabilized Construction Entrance	1	EA	$ 6,500.00	$ 6,500.00
5	Tree Removal	11	EA	$ 900.00	$ 9,900.00
6	Tree Relocation	10	EA	$ 1,750.00	$ 17,500.00
7	Prune/Clean up Existing Trees	1	EA	$ 2,200.00	$ 2,200.00
8	Clearing and Grubbing	1	LS	$ 38,500.00	$ 38,500.00
9	Demolition	1	LS	$ 21,500.00	$ 21,500.00
10	Site Grading	1	LS	$ 58,700.00	$ 58,700.00
11	Sediment Trap	1	LS	$ 2,800.00	$ 2,800.00
12	Swing Gate	1	LS	$ 750.00	$ 750.00
				Subtotal:	**$ 174,850.00**
CIVIL					
1	Type B Stabilization	3700	SY	$ 15.00	$ 55,500.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	4	LF	$ 425.00	$ 1,700.00
3	Detectable Warnings	32	SF	$ 48.75	$ 1,560.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	36	LF	$ 12.50	$ 450.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	150	TN	$ 360.00	$ 54,000.00
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1400	SY	$ 38.00	$ 53,200.00
7	Type B, Stabilization (Parking Lot)	1400	SY	$ 18.50	$ 25,900.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	43	TN	$ 360.00	$ 15,480.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	450	SY	$ 38.00	$ 17,100.00
10	Type B, Stabilization (Temporary Pedestrian Path)	450	SY	$ 18.50	$ 8,325.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	14	TN	$ 360.00	$ 5,040.00
12	#5 Open Graded Base Course	111	SY	$ 28.00	$ 3,108.00
13	#1 Open Graded Stone	111	SY	$ 46.00	$ 5,106.00
14	Non-Woven Geotextile	1000	SF	$ 5.50	$ 5,500.00
15	6” Thick Concrete Sidewalk and Driveways	88	SY	$ 92.00	$ 8,096.00
16	Thermoplastic, Standard Os, White, 4”	1	GM	$ 8,500.00	$ 8,500.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	0.25	GM	$ 8,500.00	$ 2,125.00
18	Thermoplastic, Standard, Blue, Solid, 6”	205	LF	$ 4.90	$ 1,004.50
19	Type 'D' Curb	1177	LF	$ 37.00	$ 43,549.00
20	18" Exfiltration Trench	900	LF	$ 155.00	$ 139,500.00
21	18" Solid HDPE Drainage Pipe	350	LF	$ 115.00	$ 40,250.00
22	8" Solid HDPE Drainage Pipe	120	LF	$ 38.00	$ 4,560.00
23	10" Solid HDPE Drainage Pipe	80	LF	$ 42.00	$ 3,360.00
24	12” Trench Drain	35	LF	$ 350.00	$ 12,250.00
25	Skimmer for French Drain Outlet	23	EA	$ 1,150.00	$ 26,450.00
26	5' Diameter Catch Basin	7	EA	$ 4,850.00	$ 33,950.00
27	Type P9 Inlet	0	EA		$ -
28	Nyloplast Drain Basin	2	EA	$ 7,200.00	$ 14,400.00
29	4' Diameter Manhole	3	EA	$ 11,950.00	$ 35,850.00
30	Sanitary Sewer Manhole	1	EA	$ 10,985.00	$ 10,985.00
31	6" DIP Pipe (Sanitary Sewer Lateral)	50	LF	$ 300.00	$ 15,000.00
32	Sanitary Sewer Cleanout	1	EA	$ 1,550.00	$ 1,550.00
33	2" HDPE Pipe (Water)	100	LF	$ 9.75	$ 975.00
34	2” Water Meter and Vault	2	EA	$ 12,250.00	$ 24,500.00
35	Backflow Preventor	2	EA	$ 3,350.00	$ 6,700.00
36	1-1/2" Corporation Stop	2	EA	$ 5,200.00	$ 10,400.00
				Subtotal:	**$ 695,923.50**
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	1	SF	$ 175,000.00	$ 175,000.00
2	Amphitheater Step Seat	1	SF	$ 58,000.00	$ 58,000.00
3	Concrete Stage	1	SF	$ 45,500.00	$ 45,500.00
4	4” Thick Concrete Walk with Rock Salt Finish	12400	SF	$ 8.35	$ 103,540.00

5	6" x 12" Flush Concrete Band with Sponge Finish	110	SF	$ 25.00	$ 2,750.00
6	Concrete Star Platform	4	SF	$ 3,900.00	$ 15,600.00
7	Wood Decking Including Structural	1	SF	$ 64,500.00	$ 64,500.00
8	Bound Rubberized Mulch Path	800	SF	$ 30.50	$ 24,400.00
9	Custom 4' High Perimeter Fence	375	LF	$ 615.00	$ 230,625.00
10	Custom 4' High Perimeter Vehicular Gate	2	LF	$ 22,800.00	$ 45,600.00
11	Custom 4' High Perimeter Pedestrian Gate	1	LF	$ 12,500.00	$ 12,500.00
12	Tetrapod – Wausau Tile	6	EA	$ 30,200.00	$ 181,200.00
13	Monument Sign with Letters and Village Seal	1	LS	$ 72,582.00	$ 72,582.00
				Subtotal:	**$ 1,031,797.00**
LANDSCAPE					
1	Planting Mulch (3" depth)	2240	CY	$ 10.00	$ 22,400.00
2	Topsoil Under Sod (4" depth)	972	CY	$ 85.00	$ 82,620.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	144	CY	$ 105.00	$ 15,120.00
4	Plant Fertilizer	1	LS	$ 2,500.00	$ 2,500.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	18	EA	$ 1,125.00	$ 20,250.00
6	Bursera simaruba (3" DBH/14' HT.)	24	EA	$ 665.00	$ 15,960.00
7	Bursera simaruba (2" DBH/10' HT.)	15	EA	$ 435.00	$ 6,525.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$ 1,385.00	$ 41,550.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$ 1,150.00	$ 2,300.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$ 660.00	$ 4,620.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$ 445.00	$ 4,005.00
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$ 550.00	$ 14,300.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$ 1,438.00	$ 4,314.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$ 550.00	$ 38,500.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$ 575.00	$ 1,725.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$ 325.00	$ 975.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$ 685.00	$ 15,070.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51	EA	$ 385.00	$ 19,635.00
19	Thrinax radiata (8' HT.)	10	EA	$ 975.00	$ 9,750.00
	Shrubs & Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$ 18.00	$ 8,082.00
21	Psychotria tenuifolia (24" HT.)	813	EA	$ 18.00	$ 14,634.00
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$ 55.00	$ 29,865.00
23	Zamia pumila (24" HT.)	117	EA	$ 55.00	$ 6,435.00
24	Arachis glabrata (12" HT.)	1170	EA	$ 10.00	$ 11,700.00
25	Helianthus debilis (12" HT.)	1204	EA	$ 10.00	$ 12,040.00
26	Nephrolepis exaltata (12" HT.)	261	EA	$ 18.00	$ 4,698.00
27	Tripsacum dactyloides (24" HT.)	191	EA	$ 20.00	$ 3,820.00

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	79849	SF	$ 0.80	$ 63,879.20
				Subtotal	**$ 477,272.20**
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	834	EA	$ 42.00	$ 35,028.00
2	Turf Spray 1804-U-PRS HE-VAN Series	441	EA	$ 38.00	$ 16,758.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	103	EA	$ 30.00	$ 3,090.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	23	EA	Included	Included
5	Flood Bubbler 1804-PRS-1400 FLOOD		EA	Included	Included
6	Turf Rotor 3504-PC-SAM .75		EA	Included	Included
7	Turf Rotor 3504-PC-SAM 1.0		EA	Included	Included
8	Turf Rotor 3504-PC-SAM 1.5		EA	Included	Included
9	Turf Rotor 3504-PC-SAM 2.0		EA	Included	Included
10	Turf Rotor 3504-PC-SAM 3.0		EA	Included	Included
11	Turf Rotor 3504-PC-SAM 4.0		EA	Included	Included
12	Plastic Industrial Control Valve PEB	23	EA	$ 1,250.00	$ 28,750.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$ 47,500.00	$ 47,500.00
14	LNK2WIFI Controller Add-on	1	EA	$ 12,500.00	$ 12,500.00
15	Rain Sensor RSD-BEX	1	EA	$ 2,850.00	$ 2,850.00
16	Irrigation Lateral Line	15355	LF	$ 3.50	$ 53,742.50
17	Irrigation Mainline	2260	LF	$ 10.00	$ 22,600.00
18	Irrigation Pipe Sleeve	240	LF	$ 10.00	$ 2,400.00
				Subtotal:	**$ 225,218.50**
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$ 1,850.00	$ 11,100.00
2	Elkay - LK4430BF1U Drinking Fountain	2	EA	$ 9,850.00	$ 19,700.00
3	Mutt Mitt 1005/1007 Pet Station	6	EA	$ 950.00	$ 5,700.00
4	Strata Beam Picnic Table	4	EA	$ 4,250.00	$ 17,000.00
5	Table and Chairs Carousel 4 Seats Hoop	4	EA	$ 4,950.00	$ 19,800.00
6	Flag Pole with Flag	3	EA	Included	Included
7	Strata Beam Bench	6	EA	$ 5,985.00	$ 35,910.00
				Subtotal:	**$ 109,210.00**
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14	EA	$ 19,200.00	$ 268,800.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6	EA	$ 12,500.00	$ 75,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1	EA	$ 30,500.00	$ 30,500.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7	EA	$ 11,850.00	$ 82,950.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3	EA	$ 16,850.00	$ 50,550.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8	EA	$ 15,200.00	$ 121,600.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1	LS	$ 22,500.00	$ 22,500.00

8	Monument Sign Lights	1	ALLOW	$ 5,000.00	$ 5,000.00
9	Conduit (Furnish, and Install)	1	LF	$ 47,500.00	$ 47,500.00
10	Junction Box	45	EA	$ 550.00	$ 24,750.00
				Subtotal:	**$ 729,150.00**
				GRAND TOTAL	**$ 3,800,271.20**

Total Bid Amount $ 3,800,271.20

Total Bid Amount (in words): Three Million Eight Hundred Thousand Two Hundred Seventy One Dollars with Twenty Cents

Signature of Official: _____

Name: Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 3-27-2026

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptat by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:

-Lump Sum (LS)
-Each (EA)
-Square Feet (SF)
-Cubic Yards (CY)
-Square Yards (SY)
-Ton (TN)
-Linear Feet (LF)
-Gross Mile (GM)
-Allowance (ALLOW)

4.1:

BID FORM

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5	Demobilization	1	LS	$ 6,500.00	$ 6,500.00
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7	Maintenance of Traffic	1	LS	$ 9,800.00	$ 9,800.00
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9	Owner's Allowance	1	LS	$ 200,000.00	$ 200,000.00
				Subtotal:	**$ 356,850.00**
SITE PREPARATION					
1	Construction Fence	1600	LF	$ 3.75	$ 6,000.00
2	Silt Fence	1600	LF	$ 4.50	$ 7,200.00
3	Inlet Protection	12	EA	$ 275.00	$ 3,300.00
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6	Tree Relocation	10	EA	$ 1,750.00	$ 17,500.00
7	Prune/Clean up Existing Trees	1	LS	$ 2,200.00	$ 2,200.00
8	Clearing and Grubbing	1	LS	$ 38,500.00	$ 38,500.00
9	Demolition	1	LS	$ 21,500.00	$ 21,500.00
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12	Swing Gate	1	LS	$ 750.00	$ 750.00
				Subtotal:	**$ 174,850.00**
CIVIL					
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3	Detectable Warnings	32	SF	$ 40.00	$ 1,280.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	36	LF	$ 10.00	$ 360.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	150	TN	$ 295.00	$ 44,250.00
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1400	SY	$ 28.00	$ 39,200.00
7	Type B, Stabilization (Parking Lot)	1400	SY	$ 15.00	$ 21,000.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	43	TN	$ 295.00	$ 12,685.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	450	SY	$ 28.00	$ 12,600.00
10	Type B, Stabilization (Temporary Pedestrian Path)	450	SY	$ 15.00	$ 6,750.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	14	TN	$ 295.00	$ 4,130.00
12	#5 Open Graded Base Course	111	SY	$ 22.00	$ 2,442.00
13	#1 Open Graded Stone	111	SY	$ 45.00	$ 4,995.00
14	Non-Woven Geotextile	1000	SF	$ 4.50	$ 4,500.00
15	6" Thick Concrete Sidewalk and Driveways	88	SY	$ 75.00	$ 6,600.00
16	Thermoplastic, Standard Os, White, 4"	1	GM	$ 6,850.00	$ 6,850.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	0.25	GM	$ 6,850.00	$ 1,712.50
18	Thermoplastic, Standard, Blue, Solid, 6"	205	LF	$ 4.00	$ 820.00
19	Type 'D' Curb	1177	LF	$ 30.00	$ 35,310.00
20	18" Exfiltration Trench	900	LF	$ 125.00	$ 112,500.00
21	18" Solid HDPE Drainage Pipe	350	LF	$ 85.00	$ 29,750.00
22	8" Solid HDPE Drainage Pipe	120	LF	$ 25.00	$ 3,000.00
23	10" Solid HDPE Drainage Pipe	80	LF	$ 30.00	$ 2,400.00
24	12" Trench Drain	35	LF	$ 265.00	$ 9,275.00
25	Skimmer for French Drain Outlet	23	EA	$ 950.00	$ 21,850.00
26	5' Diameter Catch Basin	7	EA	$ 3,400.00	$ 23,800.00
27	Type P9 Inlet		EA	$	$ -
28	Nyloplast Drain Basin	2	EA	$ 4,850.00	$ 9,700.00
29	4' Diameter Manhole	3	EA	$ 9,800.00	$ 29,400.00
30	Sanitary Sewer Manhole	0	EA	$	$ -
31	6" DIP Pipe (Sanitary Sewer Lateral)	50	LF	$ 250.00	$ 12,500.00
32	Sanitary Sewer Cleanout	1	EA	$ 750.00	$ 750.00
33	2" HDPE Pipe (Water)	100	LF	$ 8.00	$ 800.00
34	2" Water Meter and Vault	2	EA	$ 1,850.00	$ 3,700.00
35	Backflow Preventor	2	EA	$ 2,750.00	$ 5,500.00
36	1-1/2" Corporation Stop	2	EA	$ 4,200.00	$ 8,400.00
				Subtotal:	**$ 524,609.50**
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	1	LS	$ 128,500.00	$ 128,500.00
2	Amphitheater Step Seat	1	LS	$ 42,500.00	$ 42,500.00
3	Concrete Stage	1	LS	$ 35,000.00	$ 35,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	12400	SF	$ 6.75	$ 83,700.00

5	6" x 12" Flush Concrete Band with Sponge Finish	110	LF	$ 20.00	$ 2,200.00
6	Concrete Star Platform	4	EA	$ 3,200.00	$ 12,800.00
7	Wood Decking Including Structural	1	LS	$ 45,000.00	$ 45,000.00
8	Bound Rubberized Mulch Path	800	SF	$ 25.00	$ 20,000.00
9	Custom 4' High Perimeter Fence	375	LF	$ 500.00	$ 187,500.00
10	Custom 4' High Perimeter Vehicular Gate	2	EA	$ 18,750.00	$ 37,500.00
11	Custom 4' High Perimeter Pedestrian Gate	1	EA	$ 9,850.00	$ 9,850.00
12	Tetrapod – Wausau Tile	6	EA	$ 24,250.00	$ 145,500.00
13	Monument Sign with Letters and Village Seal	1	LS	$ 57,500.00	$ 57,500.00
				Subtotal:	**$ 807,550.00**
LANDSCAPE					
1	Planting Mulch (3" depth)	2240	CY	$ 10.00	$ 22,400.00
2	Topsoil Under Sod (4" depth)	972	CY	$ 85.00	$ 82,620.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	144	CY	$ 105.00	$ 15,120.00
4	Plant Fertilizer	1	LS	$ 2,500.00	$ 2,500.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	18	EA	$ 1,125.00	$ 20,250.00
6	Bursera simaruba (3" DBH/14' HT.)	24	EA	$ 665.00	$ 15,960.00
7	Bursera simaruba (2" DBH/10' HT.)	15	EA	$ 435.00	$ 6,525.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$ 1,385.00	$ 41,550.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$ 1,150.00	$ 2,300.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$ 660.00	$ 4,620.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$ 445.00	$ 4,005.00
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$ 550.00	$ 14,300.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$ 1,438.00	$ 4,314.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$ 550.00	$ 38,500.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$ 575.00	$ 1,725.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$ 325.00	$ 975.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$ 685.00	$ 15,070.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51	EA	$ 385.00	$ 19,635.00
19	Thrinax radiata (8' HT.)	10	EA	$ 975.00	$ 9,750.00
	Shrubs & Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$ 18.00	$ 8,082.00
21	Psychotria tenuifolia (24" HT.)	813	EA	$ 18.00	$ 14,634.00
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$ 55.00	$ 29,865.00
23	Zamia pumila (24" HT.)	117	EA	$ 55.00	$ 6,435.00
24	Arachis glabrata (12" HT.)	1170	EA	$ 10.00	$ 11,700.00
25	Helianthus debilis (12" HT.)	1204	EA	$ 10.00	$ 12,040.00
26	Nephrolepis exaltata (12" HT.)	261	EA	$ 18.00	$ 4,698.00
27	Tripsacum dactyloides (24" HT.)	191	EA	$ 20.00	$ 3,820.00

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	79,849	SF	$ 0.80	$ 63,879.20
				Subtotal	**$ 477,272.20**
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	834	EA	$ 42.00	$ 35,028.00
2	Turf Spray 1804-U-PRS HE-VAN Series	441	EA	$ 38.00	$ 16,758.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	103	EA	$ 30.00	$ 3,090.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	23	EA	Included	$ -
5	Flood Bubbler 1804-PRS-1400 FLOOD		EA	Included	$ -
6	Turf Rotor 3504-PC-SAM .75		EA	Included	$ -
7	Turf Rotor 3504-PC-SAM 1.0		EA	Included	$ -
8	Turf Rotor 3504-PC-SAM 1.5		EA	Included	$ -
9	Turf Rotor 3504-PC-SAM 2.0		EA	Included	$ -
10	Turf Rotor 3504-PC-SAM 3.0		EA	Included	$ -
11	Turf Rotor 3504-PC-SAM 4.0		EA	Included	$ -
12	Plastic Industrial Control Valve PEB	23	EA	$ 1,250.00	$ 28,750.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$ 47,500.00	$ 47,500.00
14	LNK2WIFI Controller Add-on	1	EA	$ 12,500.00	$ 12,500.00
15	Rain Sensor RSD-BEX	1	EA	$ 2,850.00	$ 2,850.00
16	Irrigation Lateral Line	15355	LF	$ 3.50	$ 53,742.50
17	Irrigation Mainline	2260	LF	$ 10.00	$ 22,600.00
18	Irrigation Pipe Sleeve	240	LF	$ 10.00	$ 2,400.00
				Subtotal:	**$ 225,218.50**
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$ 1,850.00	$ 11,100.00
2	Elkay - LK4430BF1U Drinking Fountain	2	EA	$ 9,850.00	$ 19,700.00
3	Mutt Mitt 1005/1007 Pet Station	6	EA	$ 950.00	$ 5,700.00
4	Strata Beam Picnic Table	4	EA	$ 4,250.00	$ 17,000.00
5	Table and Chairs Carousel 4 Seats Hoop	4	EA	$ 4,950.00	$ 19,800.00
6	Strata Beam Bench	6	EA	$ 5,985.00	$ 35,910.00
				Subtotal:	**$ 504,771.00**
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14	EA	$ 19,200.00	$ 268,800.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6	EA	$ 12,500.00	$ 75,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1	EA	$ 30,500.00	$ 30,500.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7	EA	$ 11,850.00	$ 82,950.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3	EA	$ 16,850.00	$ 50,550.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8	EA	$ 15,200.00	$ 121,600.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1	LS	$ 22,500.00	$ 22,500.00

8	Monument Sign Lights		ALL OW	$ 5,000.00	$ 5,000.00
9	Conduit (Furnish, and Install)	1	LS	$ 47,500.00	$ 47,500.00
10	Junction Box	45	EA	$ 550.00	$ 24,750.00
				Subtotal:	**$ 729,150.00**
				GRAND TOTAL	**$ 3,800,271.20**

Total Bid Amount $ 3,800,271.20

Total Bid Amount (in words) Three Million Eight Hundred Thousand Two Hundred Seventy one Dollars. Twenty Cents

Signature of Official _____ Name (typed) Manuel

_____ Title: Vice-President

_____ Company: Waypoint Contracting.

_____ Date:

_____ Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:

-Lump Sum (LS)
-Each (EA)
-Square Feet (SF)
-Cubic Yards (CY)
-Square Yards (SY)
-Ton (TN)
-Linear Feet (LF)
-Gross Mile (GM)
-Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Shoring	LF	900	$15	$13,500
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$180,000.00	$ 180,000.00
2	Construction Survey	1	LS	$42,462.00	$ 42,462.00
3	Testing and Inspection Costs	1	LS	$18,000.00	$ 18,000.00
4	Project Close Out	1	LS	$30,000.00	$ 30,000.00
5	Demobilization	1	LS	$18,000.00	$ 18,000.00
6	Mobilization, Bonds and Insurance	1	LS	$240,000.00	$ 240,000.00
7	Maintenance of Traffic	1	LS	$12,000.00	$ 12,000.00
8	Site Restoration	1	LS	$24,000.00	$ 24,000.00
9	Owner's Allowance	1	LS	$240,000.00	$ 240,000.00
				Subtotal:	**$ 804,462.00**
SITE PREPARATION					
1	Construction Fence	1642	LF	$9.02	$ 14,817.41
2	Silt Fence	1642	LF	$4.80	$ 7,881.60
3	Inlet Protection	14	EA	$600.00	$ 8,400.00
4	Stabilized Construction Entrance	1	EA	$6,000.00	$ 6,000.00
5	Tree Removal	11	EA	$1,479.60	$ 16,275.60
6	Tree Relocation	11	EA	$1,440.00	$ 15,840.00
7	Prune/Clean up Existing Trees	21	EA	$300.00	$ 6,300.00
8	Clearing and Grubbing	1	LS	$14,400.00	$ 14,400.00
9	Demolition	1	LS	$216,392.40	$ 216,392.40
10	Site Grading	1	LS	$19,996.80	$ 19,996.80
11	Sediment Trap	1	LS	$4,200.00	$ 4,200.00
12	Swing Gate	1	LS	$1,800.00	$ 1,800.00
				Subtotal:	**$ 332,303.81**
CIVIL					
1	Type B Stabilization	1742	SY	$8.40	$ 14,632.80
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	4	LF	$336.00	$ 1,344.00
3	Detectable Warnings	47	SF	$66.00	$ 3,102.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	35	LF	$3.00	$ 105.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	106	TN	$320.40	$	33,962.40
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1380	SY	$22.62	$	31,215.60
7	Type B, Stabilization (Parking Lot)		SY	$8.40	$	-
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	35	TN	$296.40	$	10,374.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	444	SY	$22.62	$	10,043.28
10	Type B, Stabilization (Temporary Pedestrian Path)	444	SY	$8.40	$	3,729.60
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	50	TN	$336.00	$	16,800.00
12	#5 Open Graded Base Course	219	SY	$36.00	$	7,884.00
13	#1 Open Graded Stone	219	SY	$48.00	$	10,512.00
14	Non-Woven Geotextile	34155	SF	$2.40	$	81,972.00
15	6" Thick Concrete Sidewalk and Driveways	66	SY	$14.40	$	950.40
16	Thermoplastic, Standard Os, White, 4"	1	GM	$2,640.00	$	2,640.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1	GM	$2,580.00	$	2,580.00
18	Thermoplastic, Standard, Blue, Solid, 6"	72	LF	$1.80	$	129.60
19	Type 'D' Curb	1064	LF	$31.80	$	33,835.20
20	18" Exfiltration Trench	900	LF	$192.00	$	172,800.00
21	18" Solid HDPE Drainage Pipe	1123	LF	$148.80	$	167,102.40
22	8" Solid HDPE Drainage Pipe	142	LF	$123.59	$	17,549.50
23	10" Solid HDPE Drainage Pipe	24	LF	$135.59	$	3,254.11
24	12" Trench Drain	35	LF	$240.00	$	8,400.00
25	Skimmer for French Drain Outlet	1	EA	$4,800.00	$	4,800.00
26	5' Diameter Catch Basin	5	EA	$11,400.00	$	57,000.00
27	Type P9 Inlet	2	EA	$9,840.00	$	19,680.00
28	Nyloplast Drain Basin	2	EA	$5,400.00	$	10,800.00
29	4' Diameter Manhole	1	EA	$10,200.00	$	10,200.00
30	Sanitary Sewer Manhole	1	EA	$10,798.80	$	10,798.80
31	6" DIP Pipe (Sanitary Sewer Lateral)	35	LF	$107.99	$	3,779.58
32	Sanitary Sewer Cleanout	1	EA	$1,740.00	$	1,740.00
33	2" HDPE Pipe (Water)	26	LF	$134.40	$	3,494.40
34	2" Water Meter and Vault	2	EA	$6,000.00	$	12,000.00
35	Backflow Preventor	2	EA	$4,794.00	$	9,588.00
36	1-1/2" Corporation Stop	2	EA	$2,100.00	$	4,200.00
				Subtotal:	**$**	**782,998.67**
HARDSCAPE						
1	Concrete Ramp with Wall and Seat	2380	SF	$72.00	$	171,360.00
2	Amphitheater Step Seat	584	SF	$60.00	$	35,040.00
3	Concrete Stage	528	SF	$24.00	$	12,672.00
4	4" Thick Concrete Walk with Rock Salt Finish	11899	SF	$12.00	$	142,788.00

5	6" x 12" Flush Concrete Band with Sponge Finish	117	SF	$30.00	$	3,510.00
6	Concrete Star Platform	741	SF	$42.00	$	31,122.00
7	Wood Decking Including Structural	324	SF	$120.00	$	38,880.00
8	Bound Rubberized Mulch Path	702	SF	$48.00	$	33,696.00
9	Custom 4' High Perimeter Fence	700	LF	$213.60	$	149,520.00
10	Custom 4' High Perimeter Vehicular Gate	54	LF	$855.60	$	46,202.40
11	Custom 4' High Perimeter Pedestrian Gate	4	LF	$1,830.00	$	7,320.00
12	Tetrapod – Wausau Tile	6	EA	$32,712.00	$	196,272.00
13	Monument Sign with Letters and Village Seal	1	LS	$108,000.00	$	108,000.00
				Subtotal:	**$**	**976,382.40**
LANDSCAPE						
1	Planting Mulch (3" depth)	100	CY	$180.00	$	18,000.00
2	Topsoil Under Sod (4" depth)	440	CY	$24.00	$	10,560.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	220	CY	$48.00	$	10,560.00
4	Plant Fertilizer	1	LS	$12,000.00	$	12,000.00
	Trees					
5	Bursera simaruba (4" DBH/18' HT.)	18	EA	$1,800.00	$	32,400.00
6	Bursera simaruba (3" DBH/14' HT.)	24	EA	$1,080.00	$	25,920.00
7	Bursera simaruba (2" DBH/10' HT.)	18	EA	$324.00	$	5,832.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$2,160.00	$	64,800.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$1,200.00	$	2,400.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$675.60	$	4,729.20
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$315.60	$	2,840.40
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$630.00	$	16,380.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$2,700.00	$	8,100.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$540.00	$	37,800.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$1,035.60	$	3,106.80
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$324.00	$	972.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$990.00	$	21,780.00
	Palms					
18	Sabal palmetto (12-18' CT.)	51	EA	$720.00	$	36,720.00
19	Thrinax radiata (8' HT.)	10	EA	$990.00	$	9,900.00
	Shrubs & Groundcovers					
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$43.20	$	19,396.80
21	Psychotria tenuifolia (24" HT.)	813	EA	$42.00	$	34,146.00
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$450.00	$	244,350.00
23	Zamia pumila (24" HT.)	117	EA	$63.60	$	7,441.20
24	Arachis glabrata (12" HT.)	1770	EA	$7.20	$	12,744.00
25	Helianthus debilis (12" HT.)	1204	EA	$7.20	$	8,668.80
26	Nephrolepis exaltata (12" HT.)	261	EA	$16.80	$	4,384.80
27	Tripsacum dactyloides (24" HT.)	191	EA	$8.10	$	1,547.10

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	78849	SF	$0.95	$	74,748.85
				Subtotal	**$**	**732,227.95**
IRRIGATION						
1	Turf Spray 1804-U-PRS 15 Strip Series	14	EA	$72.00	$	1,008.00
2	Turf Spray 1804-U-PRS HE-VAN Series	428	EA	$150.00	$	64,200.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	16	EA	$120.00	$	1,920.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	377	EA	$120.00	$	45,240.00
5	Flood Bubbler 1804-PRS-1400 FLOOD	441	EA	$78.00	$	34,398.00
6	Turf Rotor 3504-PC-SAM .75	9	EA	$60.00	$	540.00
7	Turf Rotor 3504-PC-SAM 1.0	3	EA	$66.00	$	198.00
8	Turf Rotor 3504-PC-SAM 1.5	3	EA	$72.00	$	216.00
9	Turf Rotor 3504-PC-SAM 2.0	12	EA	$78.00	$	936.00
10	Turf Rotor 3504-PC-SAM 3.0	4	EA	$84.00	$	336.00
11	Turf Rotor 3504-PC-SAM 4.0	72	EA	$90.00	$	6,480.00
12	Plastic Industrial Control Valve PEB	57	EA	$900.00	$	51,300.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$2,400.00	$	2,400.00
14	LNK2WIFI Controller Add-on	1	EA	$300.00	$	300.00
15	Rain Sensor RSD-BEX	1	EA	$36.00	$	36.00
16	Irrigation Lateral Line	15355	LF	$4.80	$	73,704.00
17	Irrigation Mainline	2260	LF	$4.80	$	10,848.00
18	Irrigation Pipe Sleeve	375	LF	$8.40	$	3,150.00
				Subtotal:	**$**	**297,210.00**
SITE FURNISHINGS						
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$1,260.00	$	7,560.00
2	Elkay - LK4430BF1U Drinking Fountain	2	EA	$18,000.00	$	36,000.00
3	Mutt Mitt 1005/1007 Pet Station	6	EA	$900.00	$	5,400.00
4	Strata Beam Picnic Table	4	EA	$4,678.80	$	18,715.20
5	Table and Chairs Carousel 4 Seats Hoop	3	EA	$4,680.00	$	14,040.00
6	Flag Pole with Flag	1	EA	$9,426.00	$	9,426.00
7	Strata Beam Bench	6	EA	$3,360.00	$	20,160.00
				Subtotal:	**$**	**111,301.20**
SITE LIGHTING AND ELECTRICAL						
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14	EA	$12,000.00	$	168,000.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6	EA	$12,000.00	$	72,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II	1	EA	$17,260.80	$	17,260.80
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7	EA	$10,639.20	$	74,474.40
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3	EA	$17,260.80	$	51,782.40
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8	EA	$17,260.80	$	138,086.40
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1	LS	$30,000.00	$	30,000.00

8	Monument Sign Lights	1	ALL OW	$6,000.00	$	6,000.00
9	Conduit (Furnish, and Install)	2000	LF	$31.20	$	62,400.00
10	Junction Box	4	EA	$1,080.00	$	4,320.00
				Subtotal:	**$**	**624,324.00**
				GRAND TOTAL	**$**	**4,661,210.03**

Total Bid Amount.....$ 4,661,210.03

Total Bid Amount (in words): Four Million Six Hundred Sixty-One Thousand Two Hundred Ten Dollars and Three Cents

Signature of Official: _____

Name: Matthew West

Title: President

Company: West Construction Inc.

Date: 3/19/2026

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:
   -Lump Sum (LS)
   -Each (EA)
   -Square Feet (SF)
   -Cubic Yards (CY)
   -Square Yards (SY)
   -Ton (TN)
   -Linear Feet (LF)
   -Gross Mile (GM)
   -Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Sloped	LF	1326	$5.00	$6,630.00
B.	Trench Box/Shieldi	LF	900	$14.00	$12,600.00
C.	Shoring	LF	59	$30.00	$1,770.00

Failure to complete the above shall result in the Bid being declared non-responsive.

Invitation to Bid

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

TITLE:

Veterans Park – Phase 1

ITB NO.:

2026-12-005

DUE DATE:

Thursday, March 12th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: **Tuesday, February 17th, 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)
Veterans Park – Phase 1
No. 2026-12-005

The Village of Palmetto Bay is currently soliciting bids for the development of a dedicated public park honoring the service and sacrifice of our nation's Veterans. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, March 12th, 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 "**Veterans Park – Phase 1 ITB# 2026-12-005**". **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, February 24th, 2026, at 11:30 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, February 17th, 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")

Veterans Park – Phase 1 (the "Project")

The Village is undertaking one of the most meaningful projects in its history: the development of a dedicated public park honoring the service and sacrifice of our nation's Veterans. A 3.1-acre parcel of land, deeded to the Village by South Motors Company of Dade County, will be transformed into a community park designed to serve as a place of remembrance, reflection, and gathering.

The park will include open green spaces, community gathering areas, and the Gold Star Family Memorial Monument, featuring four pillars representing Homeland, Family, Patriotism, and Sacrifice. Phase I improvements include site preparation; civil and site engineering; hardscape and landscape installation; irrigation; site furnishings; related general construction items; and the installation of the Gold Star Family Memorial Monument.

This future park shall be known as Charles and Fanny Dascal Veterans Park.

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 Parks and Recreation 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 Monday, March 2nd, 2026, no later than 3:00 p.m. The Addendum will be posted by Tuesday, March 3rd, 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 after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, 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 (l0) days of written demand by the Village.

3.23 Litigation

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

3.24 Subcontractors

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

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

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

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

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

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Phase 1 improvements of Veterans Park consisting of site preparation, civil engineering, hardscape, landscape, irrigation, site furniture improvements and related general items.

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 Parks and Recreation Director.

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

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$	$
2	Construction Survey	1	LS	$	$
3	Testing and Inspection Costs	1	LS	$	$
4	Project Close Out	1	LS	$	$
5	Demobilization	1	LS	$	$
6	Mobilization, Bonds and Insurance	1	LS	$	$
7	Maintenance of Traffic	1	LS	$	$
8	Site Restoration	1	LS	$	$
9	Owner's Allowance	1	LS	$200,000	$200,000
				Subtotal:	**$**
SITE PREPARATION					
1	Construction Fence		LF	$	$
2	Silt Fence		LF	$	$
3	Inlet Protection		EA	$	$
4	Stabilized Construction Entrance		EA	$	$
5	Tree Removal		EA	$	$
6	Tree Relocation		EA	$	$
7	Prune/Clean up Existing Trees		EA	$	$
8	Clearing and Grubbing		LS	$	$
9	Demolition		LS	$	$
10	Site Grading		LS	$	$
11	Sediment Trap		LS	$	$
12	Swing Gate		LS	$	$
				Subtotal:	**$**
CIVIL					
1	Type B Stabilization		SY	$	$
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)		LF	$	$
3	Detectable Warnings		SF	$	$
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"		LF	$	$

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)		TN	$	$
6	Lime Rock, Optional Base, Group 4 (Parking Lot)		SY	$	$
7	Type B, Stabilization (Parking Lot)		SY	$	$
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)		TN	$	$
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)		SY	$	$
10	Type B, Stabilization (Temporary Pedestrian Path)		SY	$	$
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)		TN	$	$
12	#5 Open Graded Base Course		SY	$	$
13	#1 Open Graded Stone		SY	$	$
14	Non-Woven Geotextile		SF	$	$
15	6” Thick Concrete Sidewalk and Driveways		SY	$	$
16	Thermoplastic, Standard Os, White, 4”		GM	$	$
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"		GM	$	$
18	Thermoplastic, Standard, Blue, Solid, 6”		LF	$	$
19	Type 'D' Curb		LF	$	$
20	18" Exfiltration Trench		LF	$	$
21	18" Solid HDPE Drainage Pipe		LF	$	$
22	8" Solid HDPE Drainage Pipe		LF	$	$
23	10" Solid HDPE Drainage Pipe		LF	$	$
24	12” Trench Drain		LF	$	$
25	Skimmer for French Drain Outlet		EA	$	$
26	5' Diameter Catch Basin		EA	$	$
27	Type P9 Inlet		EA	$	$
28	Nyloplast Drain Basin		EA	$	$
29	4' Diameter Manhole		EA	$	$
30	Sanitary Sewer Manhole		EA	$	$
31	6" DIP Pipe (Sanitary Sewer Lateral)		LF	$	$
32	Sanitary Sewer Cleanout		EA	$	$
33	2" HDPE Pipe (Water)		LF	$	$
34	2” Water Meter and Vault		EA	$	$
35	Backflow Preventor		EA	$	$
36	1-1/2" Corporation Stop		EA	$	$
				Subtotal:	**$**
HARDSCAPE					
1	Concrete Ramp with Wall and Seat		SF	$	$
2	Amphitheater Step Seat		SF	$	$

3	Concrete Stage		SF	$	$
4	4” Thick Concrete Walk with Rock Salt Finish		SF	$	$
5	6" x 12" Flush Concrete Band with Sponge Finish		SF	$	$
6	Concrete Star Platform		SF	$	$
7	Wood Decking Including Structural		SF	$	$
8	Bound Rubberized Mulch Path		SF	$	$
9	Custom 4' High Perimeter Fence		LF	$	$
10	Custom 4' High Perimeter Vehicular Gate		LF	$	$
11	Custom 4' High Perimeter Pedestrian Gate		LF	$	$
12	Tetrapod – Wausau Tile		EA	$	$
13	Monument Sign with Letters and Village Seal		LS	$	$
				Subtotal:	**$**
LANDSCAPE					
1	Planting Mulch (3" depth)		CY	$	$
2	Topsoil Under Sod (4” depth)		CY		
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)		CY	$	$
4	Plant Fertilizer		LS	$	$
	Trees				
5	Bursera simaruba (4” DBH/18’ HT.)		EA	$	$
6	Bursera simaruba (3” DBH/14’ HT.)		EA	$	$
7	Bursera simaruba (2” DBH/10’ HT.)		EA	$	$
8	Caesalpinia granadillo (2” DBH/16’ HT.)		EA	$	$
9	Chrysophyllum oliviforme (3” DBH/18’ HT.)		EA	$	$
10	Chrysophyllum oliviforme (3” DBH/14’ HT.)		EA	$	$
11	Chrysophyllum oliviforme (2” DBH/10’ HT.)		EA	$	$
12	Eugenia confusa (2” DBH/8’ HT.)		EA	$	$
13	Mastichodendron foetidissimum (4” DBH/18’ HT.)		EA	$	$
14	Myrcianthes fragrans (2” DBH/8’ HT.)		EA	$	$
15	Pinus elliottii var Densa (3” DBH/12’ HT.)		EA	$	$
16	Pinus elliottii var Densa (2” DBH/8’ HT.)		EA	$	$
17	Taxodium distichum (3” DBH/12’ HT.)		EA	$	$
	Palms				
18	Sabal palmetto (12-18’ CT.)		EA	$	$
19	Thrinax radiata (8’ HT.)		EA	$	$
	Shrubs & Groundcovers				
20	Carissa macrocarpa ‘Emerald Blanket’ (18” HT.)		EA	$	$
21	Psychotria tenuifolia (24” HT.)		EA	$	$
22	Serenoa repens ‘Silver’ (24” HT.)		EA	$	$
23	Zamia pumila (24” HT.)		EA	$	$

24	Arachis glabrata (12” HT.)		EA	$	$
25	Helianthus debilis (12” HT.)		EA	$	$
26	Nephrolepis exaltata (12” HT.)		EA	$	$
27	Tripsacum dactyloides (24” HT.)		EA	$	$
28	Stenotaphrum secundatum ‘Floratam’ Solid Sod (Permanent and Temporary)		SF	$	$
				Subtotal	**$**
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series		EA	$	$
2	Turf Spray 1804-U-PRS HE-VAN Series		EA	$	$
3	Shrub Spray 1812-PRS-U 15 Strip Series		EA	$	$
4	Shrub Spray 1812-PRS-U HE-VAN Series		EA	$	$
5	Flood Bubbler 1804-PRS-1400 FLOOD		EA	$	$
6	Turf Rotor 3504-PC-SAM .75		EA	$	$
7	Turf Rotor 3504-PC-SAM 1.0		EA	$	$
8	Turf Rotor 3504-PC-SAM 1.5		EA	$	$
9	Turf Rotor 3504-PC-SAM 2.0		EA	$	$
10	Turf Rotor 3504-PC-SAM 3.0		EA	$	$
11	Turf Rotor 3504-PC-SAM 4.0		EA	$	$
12	Plastic Industrial Control Valve PEB		EA	$	$
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM		EA	$	$
14	LNK2WIFI Controller Add-on		EA	$	$
15	Rain Sensor RSD-BEX		EA	$	$
16	Irrigation Lateral Line		LF	$	$
17	Irrigation Mainline		LF	$	$
18	Irrigation Pipe Sleeve		LF	$	$
				Subtotal:	**$**
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle		EA	$	$
2	Elkay - LK4430BF1U Drinking Fountain		EA	$	$
3	Mutt Mitt 1005/1007 Pet Station		EA	$	$
4	Strata Beam Picnic Table		EA	$	$
5	Table and Chairs Carousel 4 Seats Hoop		EA	$	$
6	Strata Beam Bench		EA	$	$
				Subtotal:	**$**
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)		EA	$	$
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)		EA	$	$
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)		EA	$	$

4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)		EA	$	$
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)		EA	$	$
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)		EA	$	$
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack		LS	$	$
8	Monument Sign Lights		ALLOW	$5,000	$5,000
9	Conduit (Furnish, and Install)		LF	$	$
10	Junction Box		EA	$	$
				Subtotal:	**$**
				GRAND TOTAL	**$**

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

_____
Signature of Official _____
Name (typed) _____
Title: _____
Company: _____
Date: _____
Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:
   -Lump Sum (LS)
   -Each (EA)
   -Square Feet (SF)
   -Cubic Yards (CY)
   -Square Yards (SY)
   -Ton (TN)
   -Linear Feet (LF)
   -Gross Mile (GM)
   -Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.					
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST March 12th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the Contract is subject to Village Council approval. Other aspects of approval are experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Monday, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, March 3rd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 12th, 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. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under 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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

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 _____, ITB# 2026-12-005, 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: _____

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

Request for Taxpayer Identification Number and Certification

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

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Veterans Park – Phase 1**
ITB No. 2026-12-005 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: **Veterans Park – Phase 1**
ITB No. 2026-12-005 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")
Veterans Park – Phase 1

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: **Veterans Park – Phase 1 (the "Project")**
CONTRACTOR:
CONTRACT NO: **2026-12-005**
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 **Veterans Park – Phase 1** (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: Veterans Park – Phase 1
CONTRACTOR:
CONTRACT NO: 2026-12-005
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 **Veterans Park – Phase 1** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

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

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

DATED on _____, 20___.

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

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

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Veterans Park – Phase 1**

Invitation to Bid#: 2026-12-005

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: **Veterans Park – Phase 1**

Invitation to Bid#: 2026-12-005

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: **Veterans Park – Phase 1**

Invitation to Bid#: 2026-12-005

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: **Veterans Park – Phase 1**

Invitation to Bid#: 2026-12-005

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: Veterans Park – Phase 1

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 "___", 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# 2026-12-005

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 "C" 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

_____ 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, _____ Department, _____, 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 without Cause.** 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, subject to the cure period provided in Section 27.0, 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 without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

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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 and 00/100 Dollars ($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 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.

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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 subconsultants. 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 be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

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11.0 Insurance/Bond 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.

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.

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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 Contractor

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
305-259-1234

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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 $_____2, 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 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.

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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 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 CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, 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.

45.0 Iron and Steel in Public Works Projects

Section 255.0993, Florida Statutes, requires local governmental entities to include a requirement in contracts for projects using any State funds that certain iron or steel products be produced in the United States, authorizes the minimal use of foreign steel and iron materials in certain circumstances, and exempts specified products from the requirement.

Should the use of American iron or steel causes an increase of total project cost by twenty (20) percent, or if materials are not readily available, or materials cannot be purchased in sufficient quantities.

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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": Veterans Park – Phase 1 Final Contract Documents Set (.PDF FILE)

Exhibit "B": Veterans Park – Phase 1 Civil Plans (.PDF FILE)

Exhibit "C": Veterans Park – Phase 1 Structural Drawings (.PDF FILE)

Exhibit "D": Veterans Park – Phase 1 S&S (.PDF FILE)

(***Total of 4 .pdf to download with solicitation***)

Invitation to Bid

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

TITLE:

Veterans Park – Phase 1

ITB NO.:

2026-12-005

DUE DATE:

Thursday, March 12th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: **Tuesday, February 17th, 2026**

CONTACT PERSON:

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

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$ 10,000.00	$ 10,000.00
2	Construction Survey	1	LS	$ 50,000.00	$ 50,000.00
3	Testing and Inspection Costs	1	LS	$ 50,000.00	$ 50,000.00
4	Project Close Out	1	LS	$ 10,000.00	$ 10,000.00
5	Demobilization	1	LS	$ 15,000.00	$ 15,000.00
6	Mobilization, Bonds and Insurance	1	LS	$ 220,000.00	$ 220,000.00
7	Maintenance of Traffic	1	LS	$ 8,000.00	$ 8,000.00
8	Site Restoration	1	LS	$ 60,000.00	$ 60,000.00
9	Owner's Allowance	1	LS	$200,000	$200,000
				Subtotal:	**$** 623,000.00
SITE PREPARATION					
1	Construction Fence	800.00	LF	$ 10.00	$ 8,000.00
2	Silt Fence	1,645.00	LF	$ 6.00	$ 9,870.00
3	Inlet Protection	6.00	EA	$ 400.00	$ 2,400.00
4	Stabilized Construction Entrance	1.00	EA	$ 5,500.00	$ 5,500.00
5	Tree Removal	11.00	EA	$ 850.00	$ 9,350.00
6	Tree Relocation	10.00	EA	$ 850.00	$ 8,500.00
7	Prune/Clean up Existing Trees	10.00	EA	$ 250.00	$ 2,500.00
8	Clearing and Grubbing	1.00	LS	$ 75,000.00	$ 75,000.00
9	Demolition	1.00	LS	$ 40,000.00	$ 40,000.00
10	Site Grading	1.00	LS	$ 100,000.00	$ 100,000.00
11	Sediment Trap	1.00	LS	$ 3,300.00	$ 3,300.00
12	Swing Gate	1.00	LS	$ 1,500.00	$ 1,500.00
				Subtotal:	**$** 265,920.00
CIVIL					
1	Type B Stabilization	1,689.00	SY	$ 15.00	$ 25,335.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	500.00	LF	$ 2.00	$ 1,000.00
3	Detectable Warnings	30.00	SF	$ 60.00	$ 1,800.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	500.00	LF	$ 2.00	$ 1,000.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	420.00	TN	$ 180.00	$ 75,600.00
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1,680.00	SY	$ 40.00	$ 67,560.00
7	Type B, Stabilization (Parking Lot)	1,680.00	SY	$ 15.00	$ 25,335.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	103.00	TN	$ 180.00	$ 18,540.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	443.00	SY	$ 40.00	$ 17,720.00
10	Type B, Stabilization (Temporary Pedestrian Path)	443.00	SY	$ 12.00	$ 5,316.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	523.00	TN	$ 180.00	$ 94,140.00
12	#5 Open Graded Base Course	1.00	SY	$ 1,000.00	$ 1,000.00
13	#1 Open Graded Stone	1.00	SY	$ 1,000.00	$ 1,000.00
14	Non-Woven Geotextile	5,000.00	SF	$ 1.00	$ 5,000.00
15	6" Thick Concrete Sidewalk and Driveways	23.00	SY	$ 65.00	$ 1,495.00
16	Thermoplastic, Standard Os, White, 4"	1.00	GM	$ 3,000.00	$ 3,000.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1.00	GM	$ 3,000.00	$ 3,000.00
18	Thermoplastic, Standard, Blue, Solid, 6"	100.00	LF	$ 7.00	$ 700.00
19	Type 'D' Curb	1,080.00	LF	$ 24.00	$ 25,920.00
20	18" Exfiltration Trench	980.00	LF	$ 260.00	$ 254,800.00
21	18" Solid HDPE Drainage Pipe	108.00	LF	$ 110.00	$ 11,880.00
22	8" Solid HDPE Drainage Pipe	140.00	LF	$ 80.00	$ 11,200.00
23	10" Solid HDPE Drainage Pipe	25.00	LF	$ 92.00	$ 2,300.00
24	12" Trench Drain	37.00	LF	$ 280.00	$ 10,360.00
25	Skimmer for French Drain Outlet	1.00	EA	$ 9,000.00	$ 9,000.00
26	5' Diameter Catch Basin	5.00	EA	$ 6,200.00	$ 31,000.00
27	Type P9 Inlet	2.00	EA	$ 8,000.00	$ 16,000.00
28	Nyloplast Drain Basin	2.00	EA	$ 4,100.00	$ 8,200.00
29	4' Diameter Manhole	1.00	EA	$ 8,200.00	$ 8,200.00
30	Sanitary Sewer Manhole	1.00	EA	$ 12,000.00	$ 12,000.00
31	6" DIP Pipe (Sanitary Sewer Lateral)	35.00	LF	$ 340.00	$ 11,900.00
32	Sanitary Sewer Cleanout	1.00	EA	$ 8,000.00	$ 8,000.00
33	2" HDPE Pipe (Water)	26.00	LF	$ 125.00	$ 3,250.00
34	2" Water Meter and Vault	1.00	EA	$ 3,500.00	$ 3,500.00
35	Backflow Preventor	1.00	EA	$ 3,500.00	$ 3,500.00
36	1-1/2" Corporation Stop	1.00	EA	$ 3,500.00	$ 3,500.00
				Subtotal:	$ 783,051.00
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	1.00	SF	$ 78,000.00	$ 78,000.00
2	Amphitheater Step Seat	81.00	SF	$ 135.00	$ 10,935.00
3	Concrete Stage	1.00	SF	$ 20,000.00	$ 20,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	13,123.00	SF	$ 7.00	$ 91,861.00

5	6" x 12" Flush Concrete Band with Sponge Finish	403.00	SF	$ 24.00	$ 9,672.00
6	Concrete Star Platform	675.00	SF	$ 15.00	$ 10,125.00
7	Wood Decking Including Structural	322.00	SF	$ 200.00	$ 64,400.00
8	Bound Rubberized Mulch Path	706.00	SF	$ 40.00	$ 28,240.00
9	Custom 4' High Perimeter Fence	700.00	LF	$ 265.00	$ 185,500.00
10	Custom 4' High Perimeter Vehicular Gate	54.00	LF	$ 800.00	$ 43,200.00
11	Custom 4' High Perimeter Pedestrian Gate	4.00	LF	$ 2,000.00	$ 8,000.00
12	Tetrapod – Wausau Tile	6.00	EA	$ 30,000.00	$ 180,000.00
13	Monument Sign with Letters and Village Seal	1.00	LS	$ 30,000.00	$ 30,000.00
				Subtotal:	**$** 759,933.00
LANDSCAPE					
1	Planting Mulch (3" depth)	1,300.00	CY	$ 9.00	$ 11,700.00
2	Topsoil Under Sod (4" depth)	300.00	CY	70.00	21,000.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	300.00	CY	$ 70.00	$ 21,000.00
4	Plant Fertilizer	1.00	LS	$ 5,000.00	$ 5,000.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	18.00	EA	$ 3,000.00	$ 54,000.00
6	Bursera simaruba (3" DBH/14' HT.)	24.00	EA	$ 2,000.00	$ 48,000.00
7	Bursera simaruba (2" DBH/10' HT.)	15.00	EA	$ 1,000.00	$ 15,000.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30.00	EA	$ 3,800.00	$ 114,000.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2.00	EA	$ 2,800.00	$ 5,600.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7.00	EA	$ 2,000.00	$ 14,000.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9.00	EA	$ 1,200.00	$ 10,800.00
12	Eugenia confusa (2" DBH/8' HT.)	26.00	EA	$ 1,200.00	$ 31,200.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3.00	EA	$ 2,100.00	$ 6,300.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70.00	EA	$ 800.00	$ 56,000.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3.00	EA	$ 800.00	$ 2,400.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3.00	EA	$ 800.00	$ 2,400.00
17	Taxodium distichum (3" DBH/12' HT.)	22.00	EA	$ 600.00	$ 13,200.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51.00	EA	$ 1,100.00	$ 56,100.00
19	Thrinax radiata (8' HT.)	10.00	EA	$ 1,800.00	$ 18,000.00
	Shrubs & Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449.00	EA	$ 65.00	$ 29,185.00
21	Psychotria tenuifolia (24" HT.)	813.00	EA	$ 35.00	$ 28,455.00
22	Serenoa repens 'Silver' (24" HT.)	543.00	EA	$ 350.00	$ 190,050.00
23	Zamia pumila (24" HT.)	117.00	EA	$ 110.00	$ 12,870.00
24	Arachis glabrata (12" HT.)	1,770.00	EA	$ 7.00	$ 12,390.00
25	Helianthus debilis (12" HT.)	1,204.00	EA	$ 7.00	$ 8,428.00
26	Nephrolepis exaltata (12" HT.)	261.00	EA	$ 20.00	$ 5,220.00
27	Tripsacum dactyloides (24" HT.)	191.00	EA	$ 28.00	$ 5,348.00

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	80,000.00	SF	$ 1.00	$ 80,000.00
				Subtotal	**$** 877,646.00
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	1.00	EA	$ 7,500.00	$ 7,500.00
2	Turf Spray 1804-U-PRS HE-VAN Series	1.00	EA	$ 7,500.00	$ 7,500.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	1.00	EA	$ 7,500.00	$ 7,500.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	1.00	EA	$ 7,500.00	$ 7,500.00
5	Flood Bubbler 1804-PRS-1400 FLOOD	1.00	EA	$ 7,500.00	$ 7,500.00
6	Turf Rotor 3504-PC-SAM .75	1.00	EA	$ 7,500.00	$ 7,500.00
7	Turf Rotor 3504-PC-SAM 1.0	1.00	EA	$ 7,500.00	$ 7,500.00
8	Turf Rotor 3504-PC-SAM 1.5	1.00	EA	$ 7,500.00	$ 7,500.00
9	Turf Rotor 3504-PC-SAM 2.0	1.00	EA	$ 7,500.00	$ 7,500.00
10	Turf Rotor 3504-PC-SAM 3.0	1.00	EA	$ 7,500.00	$ 7,500.00
11	Turf Rotor 3504-PC-SAM 4.0	1.00	EA	$ 7,500.00	$ 7,500.00
12	Plastic Industrial Control Valve PEB	1.00	EA	$ 8,500.00	$ 8,500.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1.00	EA	$ 7,500.00	$ 7,500.00
14	LNK2WIFI Controller Add-on	1.00	EA	$ 7,500.00	$ 7,500.00
15	Rain Sensor RSD-BEX	1.00	EA	$ 7,500.00	$ 7,500.00
16	Irrigation Lateral Line	1.00	LF	$ 9,000.00	$ 9,000.00
17	Irrigation Mainline	1.00	LF	$ 12,000.00	$ 12,000.00
18	Irrigation Pipe Sleeve	1.00	LF	$ 5,000.00	$ 5,000.00
				Subtotal:	**$** 139,500.00
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6.00	EA	$ 4,000.00	$ 24,000.00
2	Elkay - LK4430BF1U Drinking Fountain	2.00	EA	$ 12,000.00	$ 24,000.00
3	Mutt Mitt 1005/1007 Pet Station	5.00	EA	$ 800.00	$ 4,000.00
4	Strata Beam Picnic Table	5.00	EA	$ 6,000.00	$ 30,000.00
5	Table and Chairs Carousel 4 Seats Hoop	4.00	EA	$ 5,500.00	$ 22,000.00
6	Flag Pole with Flag	6.00	EA	$ 5,000.00	$ 30,000.00
7	Strata Beam Bench	2.00	EA	$ 6,000.00	$ 12,000.00
				Subtotal:	**$** 146,000.00
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14.00	EA	$ 30,000.00	$ 420,000.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6.00	EA	$ 30,000.00	$ 180,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1.00	EA	$ 30,000.00	$ 30,000.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7.00	EA	$ 30,000.00	$ 210,000.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3.00	EA	$ 30,000.00	$ 90,000.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8.00	EA	$ 30,000.00	$ 240,000.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1.00	LS	$ 30,000.00	$ 30,000.00

8	Monument Sign Lights		ALL OW	$5,000	$5,000
9	Conduit (Furnish, and Install)	2,500.00	LF	$ 58.00	$ 145,000.00
10	Junction Box	6.00	EA	$ 2,800.00	$ 16,800.00
				Subtotal:	**$** 1,366,800.00
				GRAND TOTAL	**$** 4,961,850.00

Total Bid Amount..... $ 4,961,850.00

Total Bid Amount (in words): Four Million Nine Hundred Sxty-One Thousand Eight Hundred Fifty Dollars

Signature of Official: _____

Name: Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:
   -Lump Sum (LS)
   -Each (EA)
   -Square Feet (SF)
   -Cubic Yards (CY)
   -Square Yards (SY)
   -Ton (TN)
   -Linear Feet (LF)
   -Gross Mile (GM)
   -Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Not Applicable				
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST March 12th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Homestead Concrete & Drainage, 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 MI 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")
Veterans Park – Phase 1

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 Homestead Concrete & Drainage, 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 12th day of March, and attested by its Secretary, A.D., 2026.

ATTEST:

_____

_____

ATTEST:

_____
Alicia Angelillo, Secretary

_____
Alexia Rivas, Secretary

Homestead Concrete & Drainage, Inc.
221 SW 4th Avenue, Homestead, FL 33030

By: _____(Title)
(Principal)

Frankenmuth Insurance Company
One Mutual Ave., Frankenmuth, MI 48787

By: _____
(Surety) Attorney-in-Fact, Jarrett Merlucci

(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:

Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Ian A. Nipper

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 15th day of December, 2022.

Corporate Seal

Frankenmuth Insurance Company

By _____

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., 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 15th day of December, 2022.

_____ (Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President 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 12th day of March, 2026.

_____

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

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

1406

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

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
Eastern Insurance Group, Inc.
7400 SW 50th Terrace
Suite 100
Miami FL 33155

CONTACT NAME: Amanda Nogues
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 : Bridgefield Employers Insuranc	10701
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Homestead Concrete & Drainage, Inc.
209 SW 4 Avenue
Homestead FL 33030

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	
	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 Y/N	N/A		830-55004	12/13/2025	12/13/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RE: Project: Veterans Park - Phase 1.

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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HOMECON-05 STWIGG 1407

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2026

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:
Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Homestead Concrete & Drainage, Inc. 221 SW 4th Avenue Homestead, FL 33030	INSURER A : The Travelers Indemnity Company of America	25666
	INSURER B : The Travelers Indemnity Company	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Transguard Insurance Company of America, Inc.	28886
	INSURER E : Ironshore Specialty Insurance Company	25445
	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 LOC OTHER:			DTCO7P945014TIA25	3/26/2025	3/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 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			8107P9383972526G	3/26/2025	3/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP7P9844702526	3/26/2025	3/26/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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	$ $ $
D	Equipment Floater			IMP400069802	3/26/2025	3/26/2026	Leased/Rented	150,000
E	Pollution - Contract			ICELLUW00166714	11/6/2025	11/6/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project/Description:
Veterans Park - Phase 1

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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ADDENDUM NO. 1

Date: February 26th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-005 - Updated Bid Form" that includes an additional line item for *Site Furnishings Item No. 7*. Also, please review "Exhibit E - Revised Landscape Sheets".

Question No. 1: Would you be able to email me any available bid documents for the following opportunity?

Response: *Please be advised that Exhibit A is a large file and can be downloaded directly from DemandStar. All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the estimated or set budget for the ITB NO.: 2026-12-005, Veterans Park - Phase 1?

Response: *The budget for this project is Three Million Two Hundred Thousand Dollars and Zero Cents ($3,200,000.000). The Engineer's probable cost for this project is Four Million Six Hundred Thirty-Four Thousand Six Hundred Six Dollars and Zero Cents ($4,634,606.00) with a fifteen percent (15%) contingency included**

Question No. 3: There are three residential houses to the east. Does the bidder need to inform those residents about the construction?

Response: *The Village will provide notices to those residents closest to the project.*

Question No. 4: What is the required construction/completion timeframe (contract completion date or days after NTP)??

Response: *The duration of the project is ten (10) months from Notice to Proceed (NTP).*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1409

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 02/26/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

1410

ADDENDUM NO. 2

Date: March 3rd, 2026

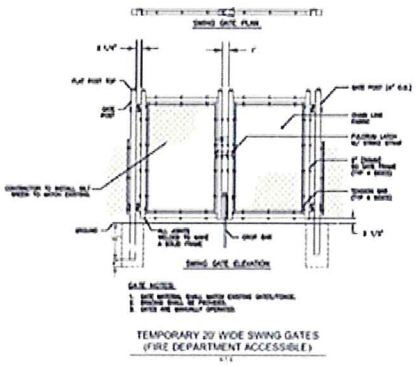
To: All Interested Parties

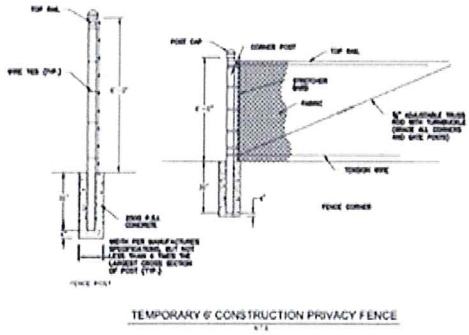
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

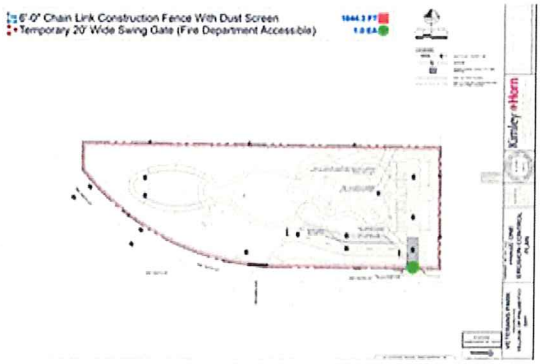
Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is there a temp fence? Below images are requesting full concrete. Please advise.







Response: *The site has an existing chain-link fence and wall around the perimeter and while a new fence is proposed, the existing chain-link fence, swing gates and wall may be used as the temporary construction fence.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1411

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE, INC CORPORATE SEAL 1981 FLORIDA

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.

1412

ADDENDUM NO. 3

Date: March 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a ***new*** bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Bid Submission Date has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Monday, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, March 3rd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1413

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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. 4

Date: March 9th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Last day to Submit Questions and Addendum Posting has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Friday, March 13th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, March 13th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 4

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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. 5

Date: March 12th, 2026

To: All Interested Parties

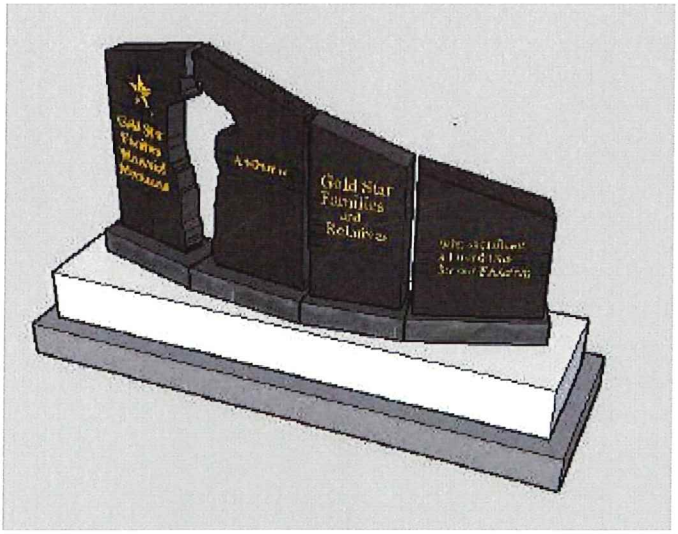
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Can you please clarify the scope of work assigned to the general Contractor for this project? We have Contacted the Monument Manufacturer and they mentioned that the City has a Contract with the City to Furnish and Install these items. Please advise.

13	Monument Sign with Letters and Village Seal		LS	$	$



Response: *Please see attached revised EX1-03 Sheet that includes the following language: "CONTRACTOR TO COORDINATE WITH THE VILLAGE REGARDING FURNISHING AND INSTALLATION OF THE "GOLD STAR FAMILY MEMORIAL WALLS" BY OTHERS".*

Question No. 2: I'm currently reviewing the signage scope for this project. I saw there is a budget for the monument signage and noticed an allowance of $5,000 listed for "Monument Sign Lights."

Could you please clarify:

- What type of lighting is included in this allowance?
- Is this intended to be external (site) lighting or integrated/internal illumination?

Response: *For lighting, please see the two items below:*

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/329223

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/1181

Mounted to the ground with a concrete footing. Contractor to submit shop drawings for review by the Village and Landscape Architect.

Question No. 3: Regarding the embossed seal, I understand that the provided details are for design intent only and that contractor-submitted, signed and sealed shop drawings will include loading, anchoring, and other specifications for review prior to procurement and installation.

However, to help us align our scope and materials with the design intent, could you advise if it's safe to assume values for:

- Steel plate thickness
- Emboss depth (how much the seal is raised)
- Mounting method (or guide us to the relevant page in the drawings if available)

Response: *Total thickness of the corten steel embossed Village of Palmetto Bay seal to be a minimum of 1/8" and a maximum of 1/4" as determined by the sign fabricator.*

The embossing depth of the seal to be 20-40% of the total thickness as determined by the sign fabricator. Mounting of the seal to be determined by the sign manufacturer.

Sign manufacturer to submit sign and sealed shop drawings for review by the Village and Landscape Architect.

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

1418

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 5

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

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. 6

Date: March 17th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is the City going to provide estimated quantities for all line items to ensure a uniform bidding basis?

Response: *For clarity purposes, the Contractor is responsible for generating quantities for each bid line item.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1420

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 6

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Homestead Concrete & Drainage, Inc

Date Addendum Received 03/02/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Nelson Apolinario

Signature

HOMESTEAD CONCRETE & DRAINAGE, INC CORPORATE SEAL 1981 FLORIDA

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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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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
Landscape	Richwood Landscaping, Maintenance, and Irrigation Corp.	772256 Miami, Florida 33177	786-429-1547
Electrical	Unlimited Electric Group	2209 SW 57th Way, West Park, FL 33023	305-606-7711 954-325-0529
Flag Pole	American Flagpole & Flag Co		1(800) 426-6235
Gates	Another Garage & Gate Inc	3771 NW 51st St UNIT A, Miami, FL 33142	http://www.anothergng.com/

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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: City of Hollywood

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: Construction of new sidewalks and curb ramps meeting ADA standards.
Approximately 24,637 linear feet of new sidewalk 5 feet wide

Initial Value of Contract: $2,511,030 Final Value of Contract: $2,511,030

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:

Homestead Concrete completed the sidewalk improvements for the Beverly Park project in accordance with the contract documents. The team was responsive, maintained good coordination in the field, and addressed punch list items promptly. Overall, they delivered quality work and met project expectations

Name of Public Entity/Company: City of Hollywood

Name of Individual completing this form: Rudy Damas

Signature: Rudy Damas Title: Project Manager

Telephone: 954-921-3977 Email: rdamas@hollywoodfl.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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

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: Resurfacing existing asphalt concrete sidewalks and implementing drainage improvements to enhance safety accessibility and water management

Initial Value of Contract: $479,802 Final Value of Contract: $469,746
Length of Contract: 195 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:

Homestead Concrete did a remarkable job from time to time again. They delivered high-quality results in a professional and timely manner, their team was reliable responsive, and easy to work with, and overall outcome. Met our expectations.

Name of Public Entity/Company: City of Tamarac
Name of Individual completing this form: Christopher Lyle
Signature: Christopher Lyle Title: Project Manager
Telephone: 954-9597-3704 Email: christopher.lyle@tamarac.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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

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: Work which includes but is not limited to all labor, materials, machinery, tools, equipment and incidentals, as necessary for the construction of a new westbound left turn lane along Miramar Boulevard onto Buttonwood Avenue. Work is inclusive of tree removals and the relocation of the existing irrigation pump/lines to a new well to accommodate the new turn lane.

Initial Value of Contract: $153,059.52 Final Value of Contract: $153,059.52
Length of Contract: 150 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:

Working with Homestead Concrete was a great experience. They communicated clearly, stayed on schedule, and delivered excellent craftsmanship. The crew was professional and tidy, and the final project exceeded our expectations.

Name of Public Entity/Company: City of Miramar
Name of Individual completing this form: DuSean Grant
Signature: _____ Title: Senior Project Engineer
Telephone: 954-602-3318 Email: dgrant@miramarfl.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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Nelson Apolinario being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Homestead Concrete & Drainage, 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

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Signature of Official: _____

Name (typed): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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 19th day of March, 2026, by Watson Salomon. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 2026
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By Nelson Apolinario

For Homestead Concrete & Drainage, Inc

Whose business address is: 221 S.W 4th Ave. Homestead, Florida, 33030

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2069390

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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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 19th day of March, 2026, by Nelson Apolinario. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 2026
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Nelson Apolinario

(print individual's name and title)

for: Homestead Concrete & Drainage, Inc

(print name of entity submitting sworn statement)

whose business address is: 221 S.W 4th Ave. Homestead, Florida, 33030

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2069390

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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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 19th day of March, 2026, by Nelson Applewhite. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 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, Nelson Apolinario 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:

59-2069390

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

Homestead Concrete & Drainage, Inc

Name of Entity, Individual, Partners or Corporation

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

221 S.W 4th Ave. Homestead, Florida, 33030

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
Alfred Cordero	7991 NW 181st St, Hialeah, FL 33015	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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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 19th day of March, 2026, by Dalson Apolinario. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 2026
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Homestead Concrete & Drainage, 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# 2026-12-005, 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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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 19th day of March, 2026, by Nelson Apolinario. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 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 Homestead Concrete & Drainage, 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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

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 19th day of March, 2026, by Nelson Apolinario. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 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): Nelson Apolinario

Title: Vice President

Company: Homestead Concrete & Drainage, Inc

Date: 03/19/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Nelson Apolinario (the individual attesting below), being duly authorized by and on behalf of Homestead Concrete & Drainage, 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 19th day of March, 2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Signature of Affiant

Print or Type Name: Nelson Apolinario

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 19th day of March, 2026, by Nelson Apolinario. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 19th day of March, 2026.

JORGE PENSADO
Notary Public - State of Florida
Commission # HH 300035
My Comm. Expires Dec 8, 2026
Bonded through National Notary Assn.

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.

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

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

Printed Name: Nelson Apolinario

Title: Vice President

Signature: _____ Date: 03/19/2026

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Homestead Concrete & Drainage, Inc ("**Company**")

Vendor FEIN: 59-2069390

Address: 221 S.W 4th Ave.

City: Homestead, Florida, 33030 State: _____ Zip: _____

Phone number: 305-248-9649 Email Address: bids@homesteadconcrete.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: Nelson Apolinario

Title: Vice President

Signature: _____

HOMESTEAD CONCRETE & DRAINAGE INC CORPORATE SEAL 1981 FLORIDA

1443

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.)

Homestead Concrete & Drainage, Inc.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

221 S.W. 4th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Homestead, Fl 33030

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

5	9	–	2	0	6	9	3	9	0

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 03/02/26.

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

APOLINARIO, NELSON DUQUE

HOMESTEAD CONCRETE & DRAINAGE INC
221 SW 4TH AVE
HOMESTEAD FL 33030

LICENSE NUMBER: CGC1512891

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/31/2024

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.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 180-5595

Business Name: HOMESTEAD CONCRETE & DRAINAGE INC **Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: NELSON D APOLINARIO/QUALIFIER **Business Opened:** 02/13/2004

Business Location: 209 SW 4TH AVE MIAMI DADE COUNTY **State/County/Cert/Reg:** CGC1512891

Exemption Code:

Business Phone: 305-248-9649

Rooms	Seats	Employees	Machines	Professionals
		10		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	4.05	0.00	0.00	31.05

Receipt Fee 27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HOMESTEAD CONCRETE & DRAINAGE INC
209 SW 4TH AVE
HOMESTEAD, FL 33030-7033

Receipt #WWW-25-00021313
Paid 11/04/2025 31.05

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Signature

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27.00	0.00	0.00	4.05	0.00	0.00	31.05

Receipt #WWW-25-00021313
Paid 11/04/2025 31.05

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23,2025

HOMESTEAD CONCRETE & DRAINAGE, INC.
221 SW 4TH AVENUE
HOMESTEAD, FLORIDA 33030

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GUARDRAIL, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Curb & Gutter.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

OUR TEAM

Meet some of our trusted team members



ALFRED CORDERO
President



NELSON APOLINARIO
Vice President



JORGE PENSADO
Office Manager



FERNANDO ESPINOSA
SeniorProject Manager



CAREENE JOHNSON
Controller



RENE OCHOA
Estimator

PROJECT ORGANIZATIONAL CHART

VICE PRESIDENT:

NELSON APOLINARIO

PROJECT MANAGER:

FERNANDO ESPINOSA

FOREMAN:

HILARIO ROJO

HUMAN RESOURCES:

JORGE PENSADO

BILLING/INVOICES:

CAREENE JOHNSON

HOMESTEAD CONCRETE & DRAINAGE
221 SW 4th AVE Homestead, Fl 33030
Office Phone: 305.248.9649 Fax: 305.248.9650
www.homesteadconcrete.com

PERSONNEL RESUMES

PERSONNEL INFORMATION:

Name: Nelson Apolinario
Job Title: Director of Pre-Construction/Chief Estimator
Company: Homestead Concrete & Drainage Inc

Years of Experience: 20

EDUCATION AND PROFESSIONAL REGISTRATION:

EDUCATION

South Dade Senior High, FL; 1999-2003
- High School Diploma

Belmont Abbey College, NC; 2003
- 1 year college credit

Miami Dade College, FL; JUNE 2004- 2007
- Completing an AS Degree in Building Construction Technology

PROFESSIONAL LICENSES & CERTIFICATIONS:

- Certified General Contractors License: CGC1512891
- Certified Underground Utility & Excavation License: CUC1224684
- OSHA 10 Hour Construction Safety training certified
- Construction Defect Awareness Training
- ATTSA Certified - #37
- Pervious Concrete Technician – PCC021844

EXPERIENCE AND QUALIFICATIONS

Homestead Concrete & Drainage; January 2004 – Present
Officer "Director"/Chief Estimator/Project Manager

Responsible for managing/monitoring the progress of projects from the ground up. Maintain quality and cost control, responsible to issuing and awarding contracts to subcontractors and implementing company polices and procedures to comply with all project drawing and specifications.

Track all project costs, schedules and budgets. Resolve any issues that arise with the owner, architects and engineers. Including but not limited to the following:

- Control of all Pre-Construction Activities
- Coordination with project superintendent and crew members
- Scheduling of work
- Coordination of field activities
- Daily reports and measurements
- Invoicing
- Change orders
- Scheduling Subcontractors
- Submittals
- Material ordering
- Reviewing and Signing Contracts
- Collecting of funds
- Financials

Estimating Duties

- Preparing of proposals
- Estimating upcoming projects
- Estimating software (Quest Solutions/OST)
- Project Scheduling
- Preparing Budgets

LANGUAGE SKILLS

- English
- Portuguese
- Spanish

LIST OF RECENT CURRENT AND COMPLETED JOBS

- Palm Beach International Airport – Air Cargo
  - Project Manager
- Key West International Airport – Apron Improvements
  - Project Manager
- Palm Beach International Airport – Flight Signature
  - Project Manager

- City of West Miami – Sidewalks Replacements
  - Estimator of project
- Hensel Phelps – South Terminal Expansion Busway (MIA AIRPORT)
  - Estimator of project
  - 21" Concrete – over 5,000CY
  - Color Concrete
- Town of Miami Lakes – Sidewalk Replacements
  - Estimator of project
- City of Cooper City – Sidewalk Replacements
  - Estimator of project
- City of Miami Beach – Miscellaneous work around the city
  - Estimator of project
- Acai Associates – Broward County ADA Bus Stops (All Over)
  - Estimator of project
- AFCO Construction – West Palm Beach Airport (Taxiways)
  - Estimator of project
- City Of Homestead – Harris Field Restrooms
  - Superintendent of Project
  - In Charge of 8 man crew
  - Partial responsible of sub buyouts
  - Keeping Schedules
- Seminole Tribe – Charter School
  - Project Management Assistant
  - Buyouts of Sub contractors and Suppliers
  - Coordinating RFI and Meeting with Owners, Architects
  - Coordinating the Superintendents
- Seminole Tribe – Water Treatment Plant
  - Project Management Assistant
  - Buyouts of Sub contractors and Suppliers
  - Coordinating RFI and Meeting with Owners, Architects
  - Coordinating the Superintendents
- HC&D – Warehouse and Office Extension
- City of Lauderdale Lakes – 29th St Traffic Calming
  - Estimator of project
- City of Lauderdale Lakes – 41st St Traffic Calming
  - Estimator of project
- City of Fort Lauderdale – Golden Heights Entry Signs
  - Estimator of project
- City of Fort Lauderdale – NE 15th Street improvements
  - Estimator of project
- City of Fort Lauderdale – ADA Annual Improvements
  - Estimator of project
- City of Fort Lauderdale – Las Olas Improvements
  - Estimator of project

- Harry Pepper Associates – Compartment C
  - Estimator of project
  - 31 Structures
  - Over 15,000 CY of Concrete
  - 4000 TNs of Rebar
  - Helped Superintendent keep suppliers and orders on time and scheduled
- Ric-Man International – Washington Ave Improvements
  - Estimator of project
- Ric-Man International – Neighborhood No. 7 NIP
  - Estimator of project
- Ric-Man International – Broadview NIP package No 2
  - Estimator of project
- Ric-Man Construction – Hillsboro BLVD Improvements
  - Estimator of project
- Ric-Man Construction – Government Cut – Micro Tunnel
  - 72" Tunnel from Miami Beach to Fischer Island
  - 64" Tunnel from Fischer Island to Port of Miami
  - Complete Management of all concrete & support team to Ric-Man
- DMSI – Sunset Island 1 & 2
  - Estimator of project
  - Curbs and Sidewalks
- DMSI – Biscayne Point Neighborhood Improvement
  - Estimator of project
- Ric-Man International - Surfside
  - Estimator of project
- Harbour Construction – Dade Blvd Seawall and Pervious
  - Estimator of project
  - First Pervious Concrete in Miami Beach
- Harbour Construction – Botanical Gardens
  - Estimator of project
- Hole In Donut Land Restoration Task 1 – Federal Government
  - Complete Project management of project from estimating to buildup.
  - Buyouts of Subcontractors
  - Budget management
  - Schedules
- Hole In Donut Land Restoration Task 5 – Federal Government
  - Complete Project management of project from estimating to buildup.
  - Buyouts of Subcontractors
  - Budget management
  - Schedules
- Solar Building – Cooper City
  - Superintendent of this project
  - Charge of 10 man crew
  - Keeping ahead of Schedules for HCD & Subs

- City of Marathon – Fire Station
  - Complete Project management of project from estimating to buildup.
  - Buyouts of Subcontractors
  - Budget management
  - Schedules

REFERENCE INFORMATION:

Name: Jonathan Taylor – Everglades national Park
Phone: 305-242-7876

Name: Paul Knight – Ryan Southern inc
Phone: 954-427-5599

Name: Nelson Liberti – DMSI Inc
Phone: 954-654-2677

Name: David Jr – DMSI Inc
Phone: 754-264-9594

Marcelo F. Espinosa
Engineer Intern

EDUCATION
B.S., Civil Engineering, Catholic University of Ecuador,1990

REGISTRATION
Engineer Intern, State of Florida, Certified No. 1100012596

EXPERIENCE
Marcelo F. Espinosa has over 32 years of experience in the design and construction of roadway. Mr. Espinosa's experience in construction includes: costs estimates, billing, cost control, heavy machinery, bidding, scheduling and invoicing. The design experience includes preparation of final design plans, geometrics (plan and profile), signing and pavement markings and access management. Mr. Espinosa has extensive computer experience in MicroStation, Geopak, AutoTURN, GuidSIGN, SureTrack, Project, Primavera, Procore. Specific project experience includes the following:

HOMESTEAD CONCRETE & DRAINAGE, INC. 2007 – PRESENT
- **Port of Miami-Terminal V, Voyages Terminal, Miami Beach, FL.** Project Manager for the construction of a new cruise terminal. HC&D was in charge of all the exterior concrete works, including: parking areas, sidewalks, curbs, boarding bridge foundation, terraces, etc. The tasks were: bidding process, scheduling, field supervision, cost control and invoicing
- **Port of Miami-Terminal B&C, Norwegian Terminal, Miami Beach, FL.** Project Manager for the construction of a new cruise terminal. HC&D was in charge of construction of new 1,600 lf of concrete boarding bridge foundation. The tasks were: scheduling, field supervision, cost control and invoicing
- **Key West International Airport, Strengthen/Rehabilitate Commercial Apron , FL.** Project Manager for the reconstruction of a new taxi-way. The duties was: scheduling, field supervision, cost control and invoicing
- **Alton Rd Improvements, from 5th Street to Michigan Avenue. Miami Beach, FL.** Project Manager for the construction of new red concrete sidewalk, driveways, concrete curbs, parking areas. The duties was: scheduling, field supervision, cost control and invoicing
- **Master Pump Station No. 3, Miami-Florida.** Project Manager for the construction of new pump station, part of Downtown Miami's Brickell area sewer system expansion. Duties include safety and quality control; management and supervision of field staff; manpower, material and resource management to achieve schedule objectives.
- **HP-5 Project Repair. U.S. Army Corps of Engineers, Florida.** Project manager for install Cast in Place Pipe (CIPP) for two (2) double barrel corrugated metal pipe, 10 feet in diameter and 100 feet in length. His responsibilities included: bidding process, submittals phase, schedules, construction, cost control and project administration using Quality Control System (QCS) software.
- **Herbert Hoover Dike, Culverts C-5 and C-5A Repairs. U.S. Army Corps of Engineers, Florida.** Project manager for the repair of six (6) corrugated metal pipe, 10 feet in diameter and 160 feet in length. His responsibilities included: bidding process, submittals phase, schedules, construction, cost control and project administration using Quality Control System (QCS) software.
- **SR 40 Lighting and Streetscape Enhancement, City of Ocala, FL.** Project Manager for the construction of new concrete sidewalk, pedestrian brick pavements, landscaping, irrigation, lighting and traffic signals. The responsibilities are: bidding, scheduling, field supervision and invoicing
- **NW 41th Street Traffic Calming, City of Lauderdale Lakes, FL.** Project Manager for the reconstruction of NW 41th Street, from SR 7 to 31st Ave. The scope of works include: milling and resurfacing, concrete sidewalk, curbs, landscaping, irrigation, signing and pavement markings. The duties envolved in this Project are: bidding, scheduling, field supervision and invoicing.
- **Dixie Highway Northern and Southern Gateway, City of Oakland Park, FL.** Project Manager for the construction of new pedestrian pavements, planting, sodding, irrigation, fencing, structures, and furnishings along Dixie Highway between Cypress Creek Rd and Oakland Park Blvd. The responsibilities are: bidding, scheduling, field supervision and invoicing.

HDR. 2005 – 2007

- **NW 87th Ave Reconstruction, FDOT District 6, Miami-Dade County, FL.** Project Designer for the reconstruction of NW 87th Avenue, from NW 58th Street to NW 74th Street. NW 87th Avenue is being reconstructed from a 2-lane undivided rural section to a 5-lane undivided urban section. A complete stormwater management system, installation of a closed drainage system, construction of new canal headwalls and a pollution control structure, new traffic signals and street lighting are some of the major improvements within the corridor. Responsibilities include roadway geometrics, access management, field reviews and plans preparations.
- **Miami-Dade Flashing School Signals, Miami-Dade County Public Works, FL.** Project Designer in the evaluation of the "School Zone" of 10 Elementary Schools through out Miami-Dade County. This project entails the improvements of the "School Zone" with proper signage, pavement markings, and signalization. Responsible for supporting the engineer and cad staff with the initial engineering set of plans as well as miscellaneous elements of the project.
- **Eller Drive/US 1 Loop New Facility Design, FDOT District 4, Broward County, FL.** Designer for a proposed loop that will provide direct connection from West Bound Eller Drive to South Bound US-1, which is currently grade separated. The proposed Loop Ramp contains four different ramp typical sections that include MSE retaining walls and barrier walls as well as a bridge structure over an existing ramp connecting US-1 South Bound and I-595 West Bound. Specific responsibilities to date have included field reviews for specific lighting issues and the preparation of the Lighting Plan component of the contract set of plans.
- **Osceola Blvd/SR 60 Resurfacing, FDOT District 4, Indian River County, FL.** Designer for this 5-mile roadway resurfacing and improvements project. The set of contract plans for this project include roadway, signing and marking, signalization, lighting, and landscaping plans. Improvements of SR 60 consist of new concrete sidewalk where missing, vertical sight distance criteria violation (analysis/mitigation), drainage improvements, lengthening of auxiliary lanes and intersection safety improvements. Responsibilities include roadway geometrics, access management, field reviews, signing and pavement markings, estimates and plans preparations.

EDWARDS & KELCEY. 2003 – 2004

- **Venetian Islands, Miami Beach, Fl.** Assisted in the production of roadway plans for the milling and resurfacing of various streets throughout four islands comprising of Venetian Islands. Duties involve design, permitting, technical specifications, storm sewer system, street reconstruction, paved parking areas and landscape architecture.

DMJM + HARRIS. 2000 – 2003

- **Red Road (NW 57th Ave. / SR 953), Dade County, FL.** Assisted in the production of roadways plans for the widening of the roadway within the City of Hialeah, from West 46th Street to West 78th Place. Responsibilities included plans production, geometry design and computation of quantities.
- **State Road 309, Montgomery County, PA.:** Prepared Right-of-Way Claim Information drawings for property acquisitions along the project alignment; calculated take and residual areas resulting from the widening of S.R. 309. Project involved the development of property plats for over 50 parcels located along S.R. 309 from deeds of record for each property, recorded subdivision or lot plans of Upper Dublin and Lower Gwynedd and/or from field survey.
- **TRI-RAIL South Florida Rail Corridor, Miami Dade, Broward & West Palm Beach Counties, Fl:** Involved in the preparation of rail plans for the double tracking project along the corridor. The effort included design of profile, geometry design and computation of quantities.
- **State Road 45 (US 41), from Bell Lake Rd. to Suydam Rd., Pasco County, FL.** Involved in the design of roadway plans, vertical profile, geometry and quantities

PROFESSIONAL TRAINING

- Construction Quality Management for Contractors. U.S Army Corps of Engineers
- GEOPAK Road I
- Sheet Clipping with RFClip and GEOPAK
- Electronic Delivery (FDOT)
- Basis of Estimates (FDOT # BT-05-0116)
- Horizontal Clearance (FDOT # BT-05-0109)

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F20141

Entity Name: HOMESTEAD CONCRETE & DRAINAGE, INC.

Current Principal Place of Business:

221 S.W. 4TH AVE
HOMESTEAD, FL 33030

Current Mailing Address:

221 S.W. 4TH AVE.
HOMESTEAD, FL 33030 US

FEI Number: 59-2069390

FILED
Jan 08, 2024
Secretary of State
1961400226CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TOURON, FRANCISCO III
2665 S. BAYSHORE DRIVE
STE. 300
MIAMI, FL 33133 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: FRANCISCO TOURON 01/08/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VICE PRESIDENT
Name	CORDERO, ALFRED	Name	APOLINARIO, NELSON D
Address	7991 NW 181 ST	Address	17500 SW 244 STREET
City-State-Zip:	MIAMI FL 33015	City-State-Zip:	HOMESTEAD FL 33031

Title	SECRETARY
Name	PENSADO, JORGE
Address	7680 SW 156TH COURT B112
City-State-Zip:	MIAMI FL 33193

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JORGE PENSADO CORPORATE SECRETARY 01/08/2024

Electronic Signature of Signing Officer/Director Detail — Date

LIST OF REFERENCES IN COMPLETED

PROJECT #1

Name of Project: NW 70th Avenue Traffic Calming

Project Location: NW 70th Avenue

Description of project:

Construction/installation of eight (8) new traffic calming parabolic speed hump systems, parabolic speed humps systems, (2) roundabouts and associated median improvements with RA curb, D curb, F curb and header curb with brick pavers, turf blocks and landscaping improvements.

Budget: $484,872.00

Timeline of project: 120 Days

Name: Christopher Lyle

Title: Project Manager

Phone Number: (954) 597-3704

PROJECT #2

Name of Project: Safe Route to Schools Locations Phase 21 FM 439894-1

Project Location: High School Various locations

Description of project:

Installing pedestrian signals head and push button detection at existing signalized intersections, school speed zone signs and flashing beacons, school crosswalk signs, pavement markings, sidewalks, curb and gutter, pedestrian ramps.

Budget: $436,424.00

Timeline of project: 365 Days

Name: Felix J. Hernandez

Title: Roadway Construction Engineer

Phone Number: 305-679-0038

PROJECT #3

Name of Project: Safe Routes to School for Bob Graham Education FM 444295-1-58-01

Project Location: Various locations in Miami Lakes

Description of project:

The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Budget: $158,081.50

Timeline of project: 365 Days

Name: Nathalia Garcia

Title: Project Manager

Phone Number: (305) 364-6100

PROJECT #4

Name of Project: ADA Sidewalk and Curb Improvements - LAKE WORTH

Project Location: Various Locations Lake Worth

Description of project:

Construct new sidewalks and curb ramps meeting ADA standards

Budget: $969,309.25

Timeline of project: 365 Days

Name: Shannon Garcia

Title: Project Manager

Phone Number: 561-586-1720

PROJECT #5

Name of Project: Miami Shores Village Sidewalk Curb Ramp Improvements

Project Location: NE 1ST AVE, NE 3RD AVE, NE 5TH AVE.

Description of project:

Site work and paving for a sidewalk / parking lot in Miami Shores, Florida. Completed plans call for site work for a sidewalk / parking lot; and for paving for a sidewalk / parking lot.

Budget: $272,523.54

Timeline of project: 120 Days

Name: Donna Rockfeld

Title: Procurement Administrator

Email: RockfeldD@msvfl.gov

LIST OF REFERENCES PROGRESS

PROJECT #1

Name of Project: 443944-1-58 Beverly Park Various Locations - Sidewalk

Project Location: Beverly Park Various Locations

Description of project:

Construct new sidewalks and curb ramps meeting ADA standards. Approximately 24637 linear feet of new sidewalk 5 feet wide will be constructed on either side of the streets with curb ramps to fill-in and provide connectivity to existing sidewalks within Beverly Park neighborhood. The proposed sidewalks will be installed in the existing swale area.

Budget: $2,511,030.00

Timeline of project: 365 Days

Name: Luis Lopez, P.E.

Title: Engineering Support Services Manager

Phone Number: 954-921-3410

PROJECT #2

Name of Project: 443976-1-58 Various Locations Bike Lane - Sidewalk

Project Location: Various Locations Bike Lane

Description of project:

Construct new sidewalks, ADA curb ramps, and add bike sharrows on N 58th Ave from Johnson St. to Taft St. Approximately 23,627 linear feet of new sidewalk 5 feet wide will be constructed on either side of the streets with curb ramps to fill-in and provide connectivity to existing sidewalks within the Hollywood Beach Heights and Hollywood Beach Estates.

Budget: $2,633,760.00

Timeline of project: 365 Days

Name: Luis Lopez, P.E.

Title: Engineering Support Services Manager

Phone Number: 954-921-3410

PROJECT #3

Name of Project: ADA Sidewalk and Curb Improvements – lake Worth

Project Location: Various Locations lake Worth

Description of project:

ADA Sidewalk and Curb Improvements in the Lake Worth Beach

Budget: $929,102.15

Timeline of project: 365 Days

Name: Michael Pierce

Title: Assistant Director | Public Works

Phone Number: 561-586-1720

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or lease

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1	Backhoe	3	Owned
2	Ditch Witch – Trencher	3	Owned
3	Large Screed	2	Owned
4	Small Screed	2	Owned
5	John Deere - Skid Steer Loader	5	Owned
6	Metal Forms	1	Owned
7	HEM PAVER	1	Owned
8	Atlas Air Compressor	2	Owned
9	Kraftsman Trailer	1	Owned
10	Mini Excavator	1	Leased
11	Gomaco Curb Machine	1	Owned
12	Extruded Curb Machine	3	Owned
13			
14			
15			
16			
17			

HG CONSTRUCTION

VILLAGE OF PALMETTO BAY

ITB NO. 2026-12-005

VETERANS PARK – PHASE I

Bid Date: Thursday March 19th, 2026
Time: 11:00 AM
Via: Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ORIGINAL

4806 SW 74th Court Miami, FL 33155
Tel: 786-845-8999 Fax: 305-424-9334

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Veterans Park – Phase 1

ITB NO.:

2026-12-005

DUE DATE:

Thursday, March 12th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, February 17th, 2026

CONTACT PERSON:

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

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

4.1:

BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$25,000.00	$25,000.00
2	Construction Survey	1	LS	$70,000.00	$70,000.00
3	Testing and Inspection Costs	1	LS	$16,465.00	$16,465.00
4	Project Closeout	1	LS	$5,000.00	$5,000.00
5	Demobilization	1	LS	$10,000.00	$10,000.00
6	Mobilization, Bonds and Insurance	1	LS	$236,195.00	$236,195.00
7	Maintenance of Traffic	1	LS	$12,000.00	$12,000.00
8	Site Restoration	1	LS	$6,000.00	$6,000.00
9	Owner's Allowance	1	LS	$200,000.00	$200,000.00
				Subtotal:	**$580,660.00**
SITE PREPARATION					
1	Construction Fence	0	LF	$8.00	$0.00
2	Silt Fence	3,450	LF	$4.50	$15,525.00
3	Inlet Protection	14	EA	$250.00	$3,500.00
4	StabilizedConstruction Entrance	1	EA	$6,500.00	$6,500.00
5	Tree Removal	0	EA	$950.00	$0.00
6	Tree Relocation	1	EA	$1,100.00	$1,100.00
7	Prune/Cleanup Existing Trees	0	EA	$0.00	$0.00
8	Clearing and Grubbing (13.9 AC)	1	LS	$125,100.00	$125,100.00
9	Demolition	1	LS	$32,000.00	$32,000.00
10	Site Grading	1	LS	$430,000.00	$430,000.00
11	Sediment Trap	1	LS	$3,100.00	$3,100.00
12	Swing Gate	1	LS	$2,100.00	$2,100.00
				Subtotal:	**$618,925.00**
SITE PREPARATION					
1	Type B Stabilization	7,000	SY	$2.00	$14,000.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message or Symbol (ADA Symbol)	600	LF	$8.00	$4,800.00
3	Detectable Warnings	120	SF	$20.00	$2,400.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid for Stop Line 24"	80	LF	$16.00	$1,280.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
SITE PREPARATION (cont.)					
5	Super Asphaltic Concrete, SP - 12.5, Type C (Parking Lot)	423	TN	$270.00	$114,210.00
6	Limerock, Optional Base, Group 4 (Parking Lot)	6,733	SY	$25.00	$168,325.00
7	Type B, Stabilization (Parking Lot)	6,733	SY	$7.00	$47,131.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	175	TN	$270.00	$47,250.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	1,600	SY	$19.00	$30,400.00
10	Type B, Stabilization (Temporary Pedestrian Path)	1,600	SY	$3.00	$4,800.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	10	TN	$315.00	$3,150.00
12	#5 Open Graded Base Course	911	SY	$30.00	$27,330.00
13	#1 Open Graded Stone	911	SY	$30.00	$27,330.00
14	Non-Woven Geotextile	600	SF	$2.50	$1,500.00
15	6" Thick Concrete Sidewalk and Driveways	100	SY	$80.00	$8,000.00
16	Thermoplastic, Standard Os, White 4"	1	GM	$2,500.00	$2,500.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1	GM	$3,500.00	$3,500.00
18	Thermoplastic, Standard, Blue, Solid, 6"	200	LF	$9.00	$1,800.00
19	Type D Curb	2,400	LF	$10.00	$24,000.00
20	18" Exfiltration Trench	900	LF	$300.00	$270,000.00
21	18" Solid HDPE Drainage Pipe	240	LF	$130.00	$31,200.00
22	8" Solid HDPE Drainage Pipe	100	LF	$90.00	$9,000.00
23	10" Solid HDPE Drainage Pipe	40	LF	$100.00	$4,000.00
24	12" Trench Drain	36	LF	$300.00	$10,800.00
25	Skimmer for French Drain Outlet	1	EA	$600.00	$600.00
26	5' Diameter Catch Basin	5	EA	$10,000.00	$50,000.00
27	Type P9 Inlet	2	EA	$8,500.00	$17,000.00
28	Nyloplast Drain Basin	2	EA	$2,400.00	$4,800.00
29	4' Diameter Manhole	1	EA	$7,900.00	$7,900.00
30	Sanitary Sewer Manhole	1	EA	$8,200.00	$8,200.00
31	6" DIP Pipe (Sanitary Sewer Lateral)	60	LF	$225.00	$13,500.00
32	Sanitary Sewer Cleanout	1	EA	$425.00	$425.00
33	2" HDPE Pipe (Water)	20	LF	$45.00	$900.00
34	2" Water Meter and Vault	2	EA	$2,400.00	$4,800.00
35	Backflow Preventer	1	EA	$5,200.00	$5,200.00
36	1 - 1/2" Corporation Stop	2	EA	$1,350.00	$2,700.00
				Subtotal:	**$960,731.00**
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	2,940	SF	$45.00	$132,300.00
2	Amphitheater Step Seat	90	SF	$45.00	$4,050.00
3	Concrete Stage	4,800	SF	$45.00	$216,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	48,700	SF	$5.00	$243,500.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
HARDSCAPE (cont.)					
5	6" X 12" Flush Concrete Band with Sponge Finish	400	SF	$48.00	$19,200.00
6	Concrete Star Platform	4,800	SF	$4.50	$21,600.00
7	Wood Decking Including Structural	1,200	SF	$32.00	$38,400.00
8	Bound Rubberized Mulch Path	2,100	SF	$10.75	$22,575.00
9	Custom 4' High Perimeter Fence	700	LF	$305.00	$213,500.00
10	Custom 4' High Perimeter Vehicular Gate	26	LF	$305.00	$7,930.00
11	Custom 4' High Perimeter Pedestrian Gate	3	LF	$305.00	$915.00
12	Tetrapod - Wausau Tile	6	EA	$22,225.08	$133,350.48
13	Monument Sign with Letters and Village Seal	2	LS	$30,178.50	$60,357.00
				Subtotal:	**$1,113,677.48**
LANDSCAPE					
1	Planting Mulch (3" depth)	2,049	EA	$8.00	$16,392.00
2	Topsoil Under Sod (4" depth)	319	EA	$90.00	$28,710.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	1,172	EA	$20.00	$23,440.00
4	Plant Fertilizer	1	EA	$350.00	$350.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	24	EA	$558.00	$13,392.00
6	Bursera simaruba (3" DBH/14' HT.)	15	EA	$360.00	$5,400.00
7	Bursera simaruba (2" DBH/10' HT.)	18	EA	$1,530.00	$27,540.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$2,160.00	$64,800.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$1,980.00	$3,960.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$1,134.00	$7,938.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$585.00	$5,265.00
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$504.00	$13,104.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$360.00	$1,080.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$435.00	$30,450.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$630.00	$1,890.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$360.00	$1,080.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$360.00	$7,920.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51	EA	$333.00	$16,983.00
19	Thrinax radiata (8' HT.)	10	EA	$540.00	$5,400.00
	Shrubs and Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$16.20	$7,273.80
21	Psychotria tenuifolia (24" HT.)	813	EA	$10.80	$8,780.40
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$140.04	$76,041.72
23	Zamia pumila (24" HT.)	117	EA	$95.00	$11,115.00
24	Arachis glabrata (12" HT.)	1,770	EA	$10.80	$19,116.00
25	Helianthus debilis (12" HT.)	1,204	EA	$12.60	$15,170.40
26	Nephrolepis exaltata (12" HT.)	261	EA	$10.80	$2,818.80
27	Tripsacum dactyloides (24" HT.)	191	EA	$9.00	$1,719.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
LANDSCAPE (cont.)					
28	Stenotaphrum secundatum "Floratam' Solid Sod (Permanent and Temporary)	76,849	SF	$0.52 **Subtotal:**	$39,961.48 **$457,090.60**
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	13	EA	$60.00	$780.00
2	Turf Spray 1804-U-PRS HE-VAN Series	428	EA	$70.00	$29,960.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	16	EA	$80.00	$1,280.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	377	EA	$90.00	$33,930.00
5	Flood Bubbler 1804-PRS-1400 FLOOD	441	EA	$60.00	$26,460.00
6	Turf Rotor 3504-PC-SAM .75	9	EA	$125.00	$1,125.00
7	Turf Rotor 3504-PC-SAM 1.0	3	EA	$125.00	$375.00
8	Turf Rotor 3504-PC-SAM 1.5	3	EA	$125.00	$375.00
9	Turf Rotor 3504-PC-SAM 2.0	12	EA	$125.00	$1,500.00
10	Turf Rotor 3504-PC-SAM 3.0	4	EA	$125.00	$500.00
11	Turf Rotor 3504-PC-SAM 4.0	72	EA	$125.00	$9,000.00
12	Plastic Industrial Control Valve PEB	57	EA	$750.00	$42,750.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$2,750.00	$2,750.00
14	LNK2WIFI Controller Add-on	1	EA	$200.00	$200.00
15	Rain Sensor RSD-BEX	1	EA	$75.00	$75.00
16	Irrigation Lateral Line	15,355	EA	$5.00	$76,775.00
17	Irrigation Mainline	2,260	EA	$12.00	$27,120.00
18	Irrigation Pipe Sleeve	375	EA	$15.00	$5,625.00
				Subtotal:	**$260,580.00**
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$1,210.00	$7,260.00
2	Elkay - LK4430BF1U Drinking Fountain	4	EA	$860.00	$3,440.00
3	Mutt Mitt 1005/1007 Pet Station	3	EA	$450.00	$1,350.00
4	Strata Beam Picnic Table	1	EA	$3,860.00	$3,860.00
5	Table and Chairs Carousel 4 Seats Hoop	3	EA	$7,880.00	$23,640.00
6	Flag Pole with Flag	1	EA	$1,300.00	$1,300.00
7	Strata Beam Bench	6	EA	$7,320.00	$43,920.00
				Subtotal:	**$84,770.00**
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	0	EA	$0.00	$0.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	0	EA	$0.00	$0.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	0	EA	$0.00	$0.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	0	EA	$0.00	$0.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	0	EA	$0.00	$0.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	0	EA	$0.00	$0.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	0	EA	$0.00	$0.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
SITE LIGHTING AND ELECTRICAL (cont.)					
8	Monument Sign Lights	1	ALL OW	$5,000.00	$5,000.00
9	Conduit (Furnish, and Install)	0	LF	$0.00	$0.00
10	Junction Box	0	EA	$0.00	$0.00
				Subtotal:	**$584,000.00**
				Subtotal:	**$4,660,434.08**

GRAND TOTAL $5,219,686.17

Total Bid Amount..... $ **Five Million Two Hundred Nineteen Thousand Six Hundred**

Total Bid Amount (in words): **Eighty Six Dollars and .17/100 Cents**

Signature of Official:

Name: Mr. Alberto Garcia

Title: Vice President

Company: H G Construction, Development and Investment, Inc.

Date: 19-Mar-26

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:

Lump Sum (LS)
Each (EA)
Square Feet (SF)
Cubic Yards (CY)
Square Yards (SY)
Ton (TN)
Linear Feet (LF)
Gross Mile (GM)
Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Shield	EA	1	$260/mth	$3,120.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST March 12th, 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 Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 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): Mr. Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 2026

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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

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: The project will incorporate the installation of new utility infrastructure, grading and drainage.
New landscaping with irrigation and lighting, sidewalk and walking paths, site furnishing and equipment.
Playground including a synthetic turf surface, a shade sail, mister and a water fountain.

Initial Value of Contract: $5,000,000 Final Value of Contract: $5,500,000

Length of Contract: 330 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: City of Coral Gables

Name of Individual completing this form: Jean Solari

Signature: Jean Solari Digitally signed by Jean Solari Date: 2026.03.13 10:54:06 -04'00' Title: PM/CIP

Telephone: 305-460-5053 Email: jsolari@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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: H.G. Construction, Development and Investment, Inc.

To Whom it May Concern,
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Contracted Services Information:

Scope of Work: Site Preparation, demo, playground installation, ADA access, Playground surfacing, concrete flatwork, natural stone hardscape work, urf field, offsite roadway drainage, walkways, asphalt ADA access etc.

Initial Value of Contract: $692, 592.00 Final Value of Contract: 90% complete

Length of Contract: 365 calendar 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 Parks

Name of Individual completing this form: Mrs. Maribel Almirola

Signature: Mrs. Maribel Almirola Title: Construction Manager

Telephone: 305.755.7829 Email: maribel.Almirola@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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: H.G. Construction, Development and 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 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: Asphalt walkways, grading, trucking, concrete flatwork, landscaping, new parking lot with design pavers, site lighting, ADA compliance, et.

Initial Value of Contract: $843,000.00 Final Value of Contract: 25% complete

Length of Contract: 365 calendar 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: City of Oakland Park

Name of Individual completing this form: Mr. Sebastian Arango

Signature: _____ Title: Construction Manager

Telephone: 954.630.4478 Email: sebastian.arango@oaklandparkfl.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): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Alfonso Mark Garcia being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: H.G. Construction, 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): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
Miami-Dade) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of March, 2026, by Alfonso Mark Garcia. 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

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 Alfonso Mark Garcia

For H.G. Construction, Development and Investment, Inc.

Whose business address is: 4806 SW 74th Court, Miami, FL 33155

And (if applicable) its Federal Employer Identification Number (FEIN) is: 43-2094555

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): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 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 19 day of March, 2026, by Alfonso Mark Garcia. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Olga L. Cruz

NOTARY PUBLIC, STATE OF FLORIDA

OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 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: Alberto Mark Garcia, Vice President
(print individual's name and title)

for: H.G. Construction, Development and Investment, Inc.
(print name of entity submitting sworn statement)

whose business address is: 4806 SW 74th Court, Miami, FL 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): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 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 19 day of March, 2026, by Alfonso Mark Garcia. He/She was x personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Olga L. Cruz

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 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, Alfonso Mark Garcia 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)

H.G. Construction, Development and Investment, Inc.

Name of Entity, Individual, Partners or Corporation

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

4806 SW 74th Court, 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
Roberto Manuel Hernandez	4806 SW 74th Court	50 %
Alfonso Mark Garcia	4806 SW 74th Court	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): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 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 19 day of March, 2026, by Alfonso Mark Garcia. 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

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We H.G. Construction, Development and 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# 2026-12-005, 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 : _____ H.G. Construction, Development and Investment, Inc. _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 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 19 day of March, 2026, by Alfonso Mark Garcia. 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

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
Miami-Dade) 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 H.G. Construction _____ 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): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 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 19 day of March 19, 2026, 2026, by Alfonso Mark Garcia. 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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on March 19, 2026 at 11:00am under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Alfonso Mark Garcia

Title: Vice President

Company: H.G. Construction, Development and Investment, Inc.

Date: March 19, 2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Alfonso Mark Garcia (the individual attesting below), being duly authorized by and on behalf of H.G. Construction, Development and 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 19th day of March, 20 26.

Signature of Affiant

Print or Type Name: Alfonso Mark Garcia

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 19 day of March, 2026, by Alfonso Mark Garcia. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 19th day of MARCH, 2026.

My Commission Expires: 9/23/2029

Olga L. Cruz

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
OLGA L. CRUZ
MY COMMISSION # HH 680478
EXPIRES: September 23, 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: Alfonso Mark Garcia

Title: Vice President

Signature: 

Date: March 19, 2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: H.G. Construction, Development and Investment, Inc. ("**Company**")

Vendor FEIN: 43-2094655

Address: 4806 SW 74th Court, Miami, FL 33155

City: Miami State: Florida Zip: 33155

Phone number: 786.845.8999 Email Address: Al@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: Alfonso Mark Garcia

Title: Vice-President

Signature: 

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)
H.G. Construction, Development and 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 74th Court

Requester's name and address (optional)

City, state, and ZIP code
Miami, Florida 33155

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
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 ▶ 3/19/2026

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, HG Construction Development and Investment, Inc (hereinafter called the Principal), and The Gray 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")
Veterans Park – Phase 1

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.

15 of 16

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 The Gray 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 12th day of March, 2026, and attested by its Witness, A.D., 2026.

ATTEST:

_____

HG Construction Development and Investment, Inc

By: _____(Title)

(Principal) ALFONSO M. GARCIA
VICE-PRESIDENT

ATTEST:

_____

Kailee Rosenhaus, Witness

The Gray 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).

16 of 16

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** HG Construction Development & Investment, Inc.

Project: 2026-12-005 Veterans Park Phase I

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fabian Perez, Kevin Wojtowicz, Jessica Reno, Sabra Gambino, Edwin T. Collins, IV, Devin Phillips, and Christian Collins of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of March , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of March , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

ADDENDUM NO. 1

Date: February 26th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-005 - Updated Bid Form" that includes an additional line item for *Site Furnishings Item No. 7*. Also, please review "Exhibit E - Revised Landscape Sheets".

Question No. 1: Would you be able to email me any available bid documents for the following opportunity?

Response: *Please be advised that Exhibit A is a large file and can be downloaded directly from DemandStar. All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the estimated or set budget for the ITB NO.: 2026-12-005, Veterans Park - Phase 1?

Response: *The budget for this project is Three Million Two Hundred Thousand Dollars and Zero Cents ($3,200,000.000). The Engineer's probable cost for this project is Four Million Six Hundred Thirty-Four Thousand Six Hundred Six Dollars and Zero Cents ($4,634,606.00) with a fifteen percent (15%) contingency included**

Question No. 3: There are three residential houses to the east. Does the bidder need to inform those residents about the construction?

Response: *The Village will provide notices to those residents closest to the project.*

Question No. 4: What is the required construction/completion timeframe (contract completion date or days after NTP)??

Response: *The duration of the project is ten (10) months from Notice to Proceed (NTP).*

Thank you,

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor H.G. Construction, Development and Investment, Inc.

Date Addendum Received February 27, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Alfonso Mark 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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: March 3rd, 2026

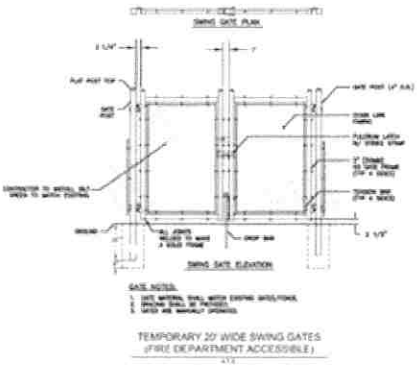
To: All Interested Parties

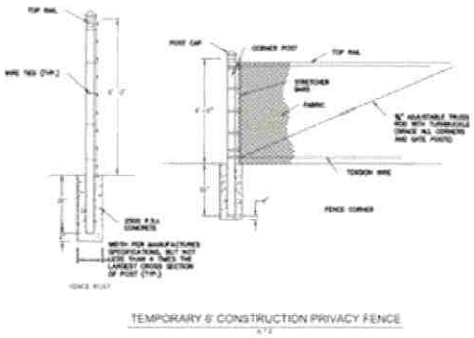
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

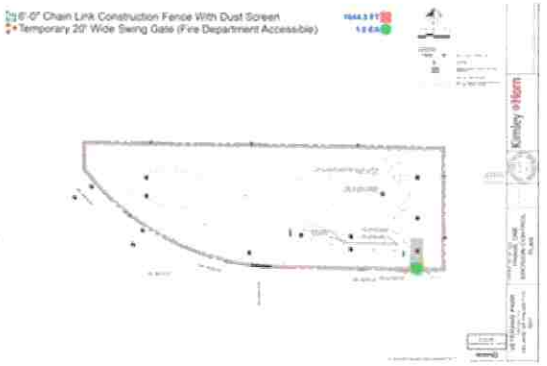
Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is there a temp fence? Below images are requesting full concrete. Please advise.







Response: *The site has an existing chain-link fence and wall around the perimeter and while a new fence is proposed, the existing chain-link fence, swing gates and wall may be used as the temporary construction fence.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor H.G. Construction, Development and Investment, Inc.

Date Addendum Received March 3, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Alfonso Mark 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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 3

Date: March 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a ***new* bid opening date of March 19th, 2026**, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Bid Submission Date has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Monday, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, March 3rd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor H.G. Construction, Development and Investment, Inc.

Date Addendum Received March 5, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Alfonso Mark 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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 4

Date: March 9th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Last day to Submit Questions and Addendum Posting has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Friday, March 13th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, March 13th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 4

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor H.G. Construction, Development and Investment, Inc.

Date Addendum Received March 9, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Alfonso Mark 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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 5

Date: March 12th, 2026

To: All Interested Parties

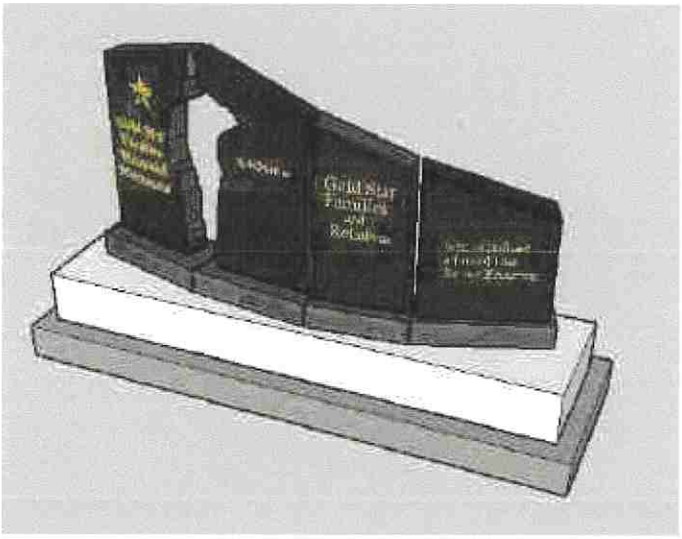
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Can you please clarify the scope of work assigned to the general Contractor for this project? We have Contacted the Monument Manufacturer and they mentioned that the City has a Contract with the City to Furnish and Install these items. Please advise.

13	Monument Sign with Letters and Village Seal		LS	$	$



Response: *Please see attached revised EX1-03 Sheet that includes the following language: "CONTRACTOR TO COORDINATE WITH THE VILLAGE REGARDING FURNISHING AND INSTALLATION OF THE "GOLD STAR FAMILY MEMORIAL WALLS" BY OTHERS".*

Question No. 2: I'm currently reviewing the signage scope for this project. I saw there is a budget for the monument signage and noticed an allowance of $5,000 listed for "Monument Sign Lights."

Could you please clarify:

- What type of lighting is included in this allowance?
- Is this intended to be external (site) lighting or integrated/internal illumination?

Response: *For lighting, please see the two items below:*

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/329223

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/1181

Mounted to the ground with a concrete footing. Contractor to submit shop drawings for review by the Village and Landscape Architect.

Question No. 3: Regarding the embossed seal, I understand that the provided details are for design intent only and that contractor-submitted, signed and sealed shop drawings will include loading, anchoring, and other specifications for review prior to procurement and installation.

However, to help us align our scope and materials with the design intent, could you advise if it's safe to assume values for:

- Steel plate thickness
- Emboss depth (how much the seal is raised)
- Mounting method (or guide us to the relevant page in the drawings if available)

Response: *Total thickness of the corten steel embossed Village of Palmetto Bay seal to be a minimum of 1/8" and a maximum of 1/4" as determined by the sign fabricator.*

The embossing depth of the seal to be 20-40% of the total thickness as determined by the sign fabricator. Mounting of the seal to be determined by the sign manufacturer.

Sign manufacturer to submit sign and sealed shop drawings for review by the Village and Landscape Architect.

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 5

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor H.G. Construction, Development and Investment, Inc.

Date Addendum Received March 12, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Alfonso Mark 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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 6

Date: March 17th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is the City going to provide estimated quantities for all line items to ensure a uniform bidding basis?

Response: *For clarity purposes, the Contractor is responsible for generating quantities for each bid line item.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 6

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor H.G. Construction, Development and Investment, Inc.

Date Addendum Received March 17, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Alfonso Mark 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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

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

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.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2025

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 **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

002030

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

5843710

BUSINESS NAME/LOCATION

H G CONSTRUCTION DEVELOPMENT AND INVESTM
ENT INC
4806 SW 74TH CT
MIAMI FL 33155--4448

RECEIPT NO.

RENEWAL
6093181

DARIEL FERNANDEZ MIAMI-DADE COUNTY IN GOD WE TRUST TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER

H G CONSTRUCTION DEVELOPMENT AND

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC1531115

PAYMENT RECEIVED BY TAX COLLECTOR

$75.00 07/10/2025
PTBTC--25--119764

Worker(s) 1

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--275.

For more information, visit mdctaxcollector.gov

1515

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

3. NORTH GLADE PARK
   CLIENT: MIAMI DADE PARKS AND RECREATION
   START DATE: 8/25
   DESCRIPTION: SITE PREPARATION, DEMO, PLAYGROUND INSTALLATION, ADA ACCESS, PLAYGROUND SURFACING, CONCRETE FLATWORK, NATURAL STONE HARDSCAPE WORK, ETC.
   CURRENTLY 90% COMPLETE
   CONTACT: MARIBEL ALMIROLA CONSTRUCTION MANAGER MIAMI DADE PARKS
   PH:305-755-7829
   EMAIL: MARIBEL.ALMIROLA@MIAMIDADE.GOV
   VALUE: $692,592.00

4. 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 60% COMPLETE
   CONTACT: ADELA PIERSON
   EMAIL: APIERSON@CORALGABLES.COM
   PH: 305-460-5034
   VALUE: $3,882,569.00

5. 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: 25%
   CONTACT: SEBASTIAN ARANGO
   PH: 954-630-4478
   EMAIL: SEBASTIAN.ARANGO@OAKLANDPARKFL.GOV
   VALUE: $843,000.00

HG CONSTRUCTION

PROJECTS IN PROGRESS

1. CONCORD PARK – PLAYGROUND RENOVATION REBID
   CLIENT: MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT
   START DATE: 2/26
   DESCRIPTION: DEMOLITION OF EXISTING EQUIPMENT AND ASSOCIATED FOOTINGS WITHIN THE CONSTRUCTION SITE, INSTALLATION OF NEW PLAYGROUND EQUIPMENT/COMPONENTS, BENCHES, BOULDERS, CONSTRUCTION OF MOUNDS, INSTALLATION OF LOGS, AND OTHER AMENITIES, UTILITY INFRASTRUCTURE-SITE FURNITURE, LANDSCAPING.
   CURRENTLY 6% COMPLETE
   CONTACT: GUILLERMO A. OSORIO DE LA CALLE
   EMAIL: GUILLERMO.OSORIODELACALLE@MIAMIDADE.GOV
   PH: 305-755-7914 / 305-606-2733
   VALUE: $562,000.00

2. PLAYGROUND REPLACEMENT AT COACH SAM BURLEY PARK (SOUTHRIDGE)
   CLIENT: MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT
   START DATE: NTP PENDING
   DESCRIPTION: NEW PLAYGROUND AREA. PLAYGROUND EQUIPMENT FOR KIDS FROM 2-12 YEARS OLD, ENGINEERED WOOD FIBER SURFACE (EWF), CONCRETE CURBING AND WALKWAYS, BENCHES, BIKE RACKS & TRASH RECEPTACLES; AS WELL AS NATURE PLAY ELEMENTS. SITE PREPARATION, EARTHWORK AND EARTH MOUND WITH PLANTING AND PURED IN PLACED PLAYGROUND SURFACE, NEW TREES, SOD, IRRIGATION AND PLANT MATERIALS AND RESTORATION OF ALL AREAS INCLUDING WALKWAYS AND LAWNS DAMAGED DURING THE CONSTRUCTION PROCESS.
   CURRENTLY – NTP PENDING
   CONTACT: MAHE BRUNET
   EMAIL: MAHE.BRUNET@MIAMIDADE.GOV
   PH: 305-755-6172 / 786-229-4821
   VALUE: $ 679,147.00

Licensed & Insured CGC 1531115

4806 SW 74th COURT MIAMI, FL 33155
PH# 786-845-8999 FAX# 305-424-9334 EMAIL ROBERT@HGCONSTRUCTION.US

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

1520

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

PDF created with pdfFactory trial version www.pdffactory.com

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
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
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

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

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,

A. Shershevsky

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

WAYPOINT
Contracting, Inc.

IFB No. 2026-12-005

Village of Palmetto Bay

Veterans Park

March 19,2026

7925 NW 12 St STE 321 Doral, Fl 33126

786-608-1406

info@waypointci.com

WAYPOINT
Contracting, Inc.

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WAYPOINT
Contracting, Inc.

Introduction Letter

IFB No. 2026-12-005



March 18,2026

Waypoint Contracting, Inc.
7925 NW 12 ST STE 321
Doral, Fl 33126
786-723-6140
info@waypointci.com

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

To Whom It May Concern,

Waypoint Contracting, Inc. is pleased to provide this Introduction Letter for the Veterans Park Project. Waypoint is a Florida-based general contractor with extensive experience in municipal construction and a proven track record of delivering high-quality public facilities throughout South Florida. Waypoint has proudly partnered with the Village of Palmetto Bay on multiple projects, including the Coral Reef Park Recreational Center and the ongoing Indoor Pickleball Facility. Through these projects, our team has developed a strong understanding of the Village's standards, expectations, and processes, allowing us to effectively coordinate with Village staff and deliver successful projects that serve the community.

Waypoint Contracting, Inc. has been in business for 9 years, providing comprehensive construction services including preconstruction, permitting, and full project execution. Our firm is fully equipped to provide all necessary labor, materials, equipment, supervision, and expertise required to successfully complete the Veterans Park Project in accordance with the plans, specifications, and schedule.

The proposed project will be led by an experienced team of professionals with extensive municipal construction experience. Key personnel include:

- Jorge Lopez, Project Executive
- Limreal Blanc, Pre-Construction Manager
- Yesid Guatame Lopez, Senior Project Manager
- Cesar Murillo, Senior Superintendent

Waypoint Contracting, Inc. is committed to delivering this project with a focus on quality, safety, and efficiency, while maintaining clear communication and collaboration with the Village throughout all phases of construction.

Waypoint appreciates the opportunity to submit this Letter of Interest and looks forward to continuing our partnership with the Village of Palmetto Bay.

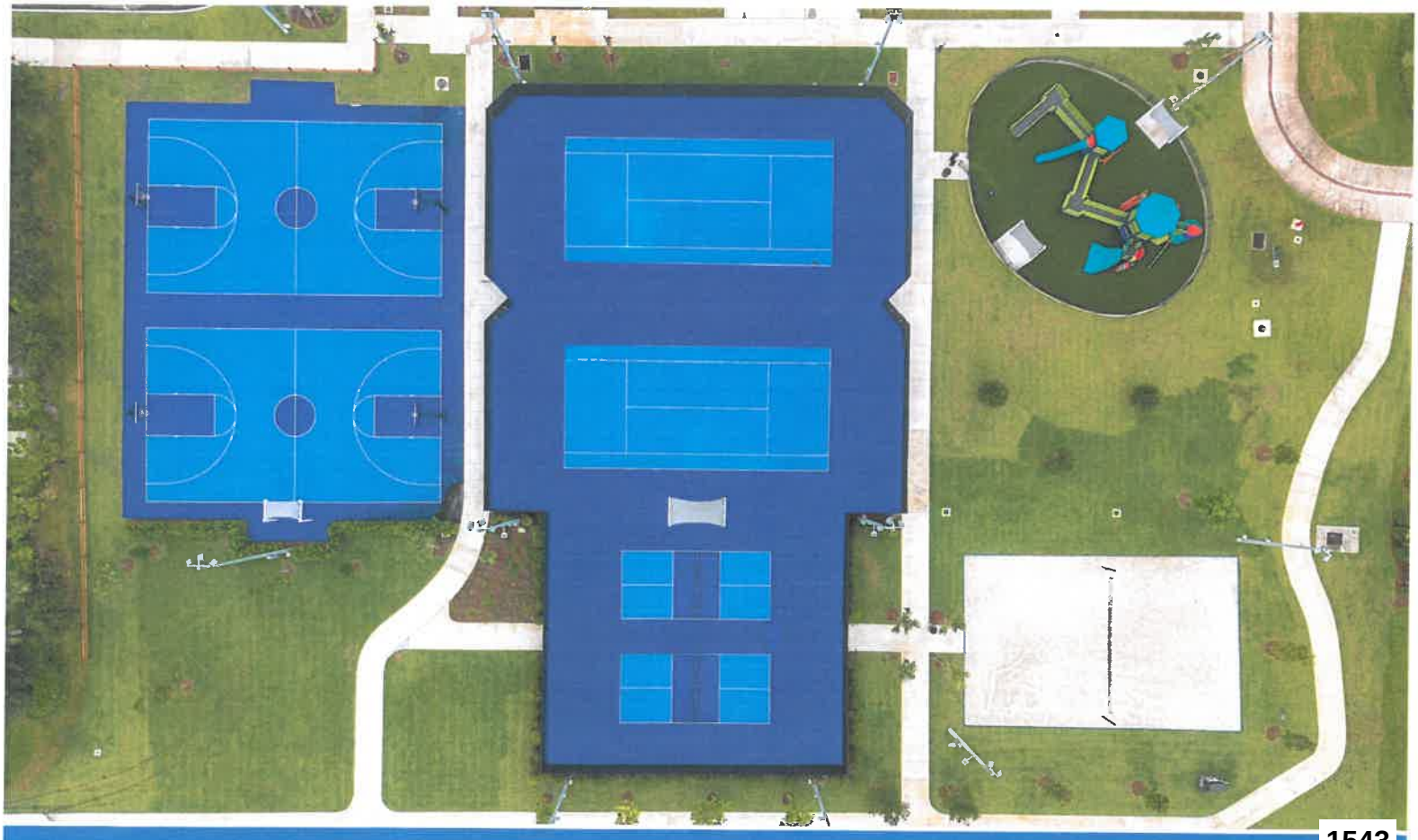
Sincerely,

Jorge Lopez, President
Waypoint Contracting, Inc.

WAYPOINT
Contracting, Inc.

Bid Form

IFB No. 2026-12-005



4.1:

BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$ 52,000.00	$ 52,000.00
2	Construction Survey	1	LS	$ 29,250.00	$ 29,250.00
3	Testing and Inspection Costs	1	LS	$ 18,750.00	$ 18,750.00
4	Project Close Out	1	LS	$ 3,500.00	$ 3,500.00
5	Demobilization	1	LS	$ 6,500.00	$ 6,500.00
6	Mobilization, Bonds and Insurance	1	LS	$ 18,550.00	$ 18,550.00
7	Maintenance of Traffic	1	LS	$ 9,800.00	$ 9,800.00
8	Site Restoration	1	LS	$ 18,500.00	$ 18,500.00
9	Owner's Allowance	1	LS	$ 200,000.00	$ 200,000.00
				Subtotal:	**$ 356,850.00**
SITE PREPARATION					
1	Construction Fence	1600	LF	$ 3.75	$ 6,000.00
2	Silt Fence	1600	LF	$ 4.50	$ 7,200.00
3	Inlet Protection	12	EA	$ 275.00	$ 3,300.00
4	Stabilized Construction Entrance	1	EA	$ 6,500.00	$ 6,500.00
5	Tree Removal	11	EA	$ 900.00	$ 9,900.00
6	Tree Relocation	10	EA	$ 1,750.00	$ 17,500.00
7	Prune/Clean up Existing Trees	1	LS	$ 2,200.00	$ 2,200.00
8	Clearing and Grubbing	1	LS	$ 38,500.00	$ 38,500.00
9	Demolition	1	LS	$ 21,500.00	$ 21,500.00
10	Site Grading	1	LS	$ 58,700.00	$ 58,700.00
11	Sediment Trap	1	LS	$ 2,800.00	$ 2,800.00
12	Swing Gate	1	LS	$ 750.00	$ 750.00
				Subtotal:	**$ 174,850.00**
CIVIL					
1	Type B Stabilization	3700	SY	$ 12.00	$ 44,400.00
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	4	EA	$ 350.00	$ 1,400.00
3	Detectable Warnings	32	SF	$ 40.00	$ 1,280.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	36	LF	$ 10.00	$ 360.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	150	TN	$ 295.00	$ 44,250.00
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1400	SY	$ 28.00	$ 39,200.00
7	Type B, Stabilization (Parking Lot)	1400	SY	$ 15.00	$ 21,000.00
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	43	TN	$ 295.00	$ 12,685.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	450	SY	$ 28.00	$ 12,600.00
10	Type B, Stabilization (Temporary Pedestrian Path)	450	SY	$ 15.00	$ 6,750.00
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	14	TN	$ 295.00	$ 4,130.00
12	#5 Open Graded Base Course	111	SY	$ 22.00	$ 2,442.00
13	#1 Open Graded Stone	111	SY	$ 45.00	$ 4,995.00
14	Non-Woven Geotextile	1000	SF	$ 4.50	$ 4,500.00
15	6" Thick Concrete Sidewalk and Driveways	88	SY	$ 75.00	$ 6,600.00
16	Thermoplastic, Standard Os, White, 4"	1	GM	$ 6,850.00	$ 6,850.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	0.25	GM	$ 6,850.00	$ 1,712.50
18	Thermoplastic, Standard, Blue, Solid, 6"	205	LF	$ 4.00	$ 820.00
19	Type 'D' Curb	1177	LF	$ 30.00	$ 35,310.00
20	18" Exfiltration Trench	900	LF	$ 125.00	$ 112,500.00
21	18" Solid HDPE Drainage Pipe	350	LF	$ 85.00	$ 29,750.00
22	8" Solid HDPE Drainage Pipe	120	LF	$ 25.00	$ 3,000.00
23	10" Solid HDPE Drainage Pipe	80	LF	$ 30.00	$ 2,400.00
24	12" Trench Drain	35	LF	$ 265.00	$ 9,275.00
25	Skimmer for French Drain Outlet	23	EA	$ 950.00	$ 21,850.00
26	5' Diameter Catch Basin	7	EA	$ 3,400.00	$ 23,800.00
27	Type P9 Inlet		EA	$	$ -
28	Nyloplast Drain Basin	2	EA	$ 4,850.00	$ 9,700.00
29	4' Diameter Manhole	3	EA	$ 9,800.00	$ 29,400.00
30	Sanitary Sewer Manhole	0	EA	$	$ -
31	6" DIP Pipe (Sanitary Sewer Lateral)	50	LF	$ 250.00	$ 12,500.00
32	Sanitary Sewer Cleanout	1	EA	$ 750.00	$ 750.00
33	2" HDPE Pipe (Water)	100	LF	$ 8.00	$ 800.00
34	2" Water Meter and Vault	2	EA	$ 1,850.00	$ 3,700.00
35	Backflow Preventor	2	EA	$ 2,750.00	$ 5,500.00
36	1-1/2" Corporation Stop	2	EA	$ 4,200.00	$ 8,400.00
				Subtotal:	**$ 524,609.50**
HARDSCAPE					
1	Concrete Ramp with Wall and Seat	1	LS	$ 128,500.00	$ 128,500.00
2	Amphitheater Step Seat	1	LS	$ 42,500.00	$ 42,500.00
3	Concrete Stage	1	LS	$ 35,000.00	$ 35,000.00
4	4" Thick Concrete Walk with Rock Salt Finish	12400	SF	$ 6.75	$ 83,700.00

5	6" x 12" Flush Concrete Band with Sponge Finish	110	LF	$ 20.00	$ 2,200.00
6	Concrete Star Platform	4	EA	$ 3,200.00	$ 12,800.00
7	Wood Decking Including Structural	1	LS	$ 45,000.00	$ 45,000.00
8	Bound Rubberized Mulch Path	800	SF	$ 25.00	$ 20,000.00
9	Custom 4' High Perimeter Fence	375	LF	$ 500.00	$ 187,500.00
10	Custom 4' High Perimeter Vehicular Gate	2	EA	$ 18,750.00	$ 37,500.00
11	Custom 4' High Perimeter Pedestrian Gate	1	EA	$ 9,850.00	$ 9,850.00
12	Tetrapod – Wausau Tile	6	EA	$ 24,250.00	$ 145,500.00
13	Monument Sign with Letters and Village Seal	1	LS	$ 57,500.00	$ 57,500.00
				Subtotal:	**$ 807,550.00**
LANDSCAPE					
1	Planting Mulch (3" depth)	2240	CY	$ 10.00	$ 22,400.00
2	Topsoil Under Sod (4" depth)	972	CY	$ 85.00	$ 82,620.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	144	CY	$ 105.00	$ 15,120.00
4	Plant Fertilizer	1	LS	$ 2,500.00	$ 2,500.00
	Trees				
5	Bursera simaruba (4" DBH/18' HT.)	18	EA	$ 1,125.00	$ 20,250.00
6	Bursera simaruba (3" DBH/14' HT.)	24	EA	$ 665.00	$ 15,960.00
7	Bursera simaruba (2" DBH/10' HT.)	15	EA	$ 435.00	$ 6,525.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$ 1,385.00	$ 41,550.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$ 1,150.00	$ 2,300.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$ 660.00	$ 4,620.00
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$ 445.00	$ 4,005.00
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$ 550.00	$ 14,300.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$ 1,438.00	$ 4,314.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$ 550.00	$ 38,500.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$ 575.00	$ 1,725.00
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$ 325.00	$ 975.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$ 685.00	$ 15,070.00
	Palms				
18	Sabal palmetto (12-18' CT.)	51	EA	$ 385.00	$ 19,635.00
19	Thrinax radiata (8' HT.)	10	EA	$ 975.00	$ 9,750.00
	Shrubs & Groundcovers				
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$ 18.00	$ 8,082.00
21	Psychotria tenuifolia (24" HT.)	813	EA	$ 18.00	$ 14,634.00
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$ 55.00	$ 29,865.00
23	Zamia pumila (24" HT.)	117	EA	$ 55.00	$ 6,435.00
24	Arachis glabrata (12" HT.)	1170	EA	$ 10.00	$ 11,700.00
25	Helianthus debilis (12" HT.)	1204	EA	$ 10.00	$ 12,040.00
26	Nephrolepis exaltata (12" HT.)	261	EA	$ 18.00	$ 4,698.00
27	Tripsacum dactyloides (24" HT.)	191	EA	$ 20.00	$ 3,820.00

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	79,849	SF	$ 0.80	$ 63,879.20
				Subtotal	**$ 477,272.20**
IRRIGATION					
1	Turf Spray 1804-U-PRS 15 Strip Series	834	EA	$ 42.00	$ 35,028.00
2	Turf Spray 1804-U-PRS HE-VAN Series	441	EA	$ 38.00	$ 16,758.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	103	EA	$ 30.00	$ 3,090.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	23	EA	Included	$ -
5	Flood Bubbler 1804-PRS-1400 FLOOD		EA	Included	$ -
6	Turf Rotor 3504-PC-SAM .75		EA	Included	$ -
7	Turf Rotor 3504-PC-SAM 1.0		EA	Included	$ -
8	Turf Rotor 3504-PC-SAM 1.5		EA	Included	$ -
9	Turf Rotor 3504-PC-SAM 2.0		EA	Included	$ -
10	Turf Rotor 3504-PC-SAM 3.0		EA	Included	$ -
11	Turf Rotor 3504-PC-SAM 4.0		EA	Included	$ -
12	Plastic Industrial Control Valve PEB	23	EA	$ 1,250.00	$ 28,750.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$ 47,500.00	$ 47,500.00
14	LNK2WIFI Controller Add-on	1	EA	$ 12,500.00	$ 12,500.00
15	Rain Sensor RSD-BEX	1	EA	$ 2,850.00	$ 2,850.00
16	Irrigation Lateral Line	15355	LF	$ 3.50	$ 53,742.50
17	Irrigation Mainline	2260	LF	$ 10.00	$ 22,600.00
18	Irrigation Pipe Sleeve	240	LF	$ 10.00	$ 2,400.00
				Subtotal:	**$ 225,218.50**
SITE FURNISHINGS					
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$ 1,850.00	$ 11,100.00
2	Elkay - LK4430BF1U Drinking Fountain	2	EA	$ 9,850.00	$ 19,700.00
3	Mutt Mitt 1005/1007 Pet Station	6	EA	$ 950.00	$ 5,700.00
4	Strata Beam Picnic Table	4	EA	$ 4,250.00	$ 17,000.00
5	Table and Chairs Carousel 4 Seats Hoop	4	EA	$ 4,950.00	$ 19,800.00
6	Strata Beam Bench	6	EA	$ 5,985.00	$ 35,910.00
				Subtotal:	**$ 504,771.00**
SITE LIGHTING AND ELECTRICAL					
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14	EA	$ 19,200.00	$ 268,800.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6	EA	$ 12,500.00	$ 75,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2_T)	1	EA	$ 30,500.00	$ 30,500.00
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7	EA	$ 11,850.00	$ 82,950.00
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3	EA	$ 16,850.00	$ 50,550.00
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8	EA	$ 15,200.00	$ 121,600.00
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1	LS	$ 22,500.00	$ 22,500.00

8	Monument Sign Lights		ALL OW	$ 5,000.00	$ 5,000.00
9	Conduit (Furnish, and Install)	1	LS	$ 47,500.00	$ 47,500.00
10	Junction Box	45	EA	$ 550.00	$ 24,750.00
				Subtotal:	**$ 729,150.00**
				GRAND TOTAL	**$ 3,800,271.20**

Total Bid Amount $ ~~Three~~ 3,800,271.20

Total Bid Amount (in words) Three Million Eight Hundred Thousand Two Hundred Seventy one Dollars. Twenty Cents

Signature of Official _____ Name (typed) Manuel

_____ Title: Vice-President

_____ Company: Waypoint Contracting.

_____ Date:

_____ Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:

-Lump Sum (LS)
-Each (EA)
-Square Feet (SF)
-Cubic Yards (CY)
-Square Yards (SY)
-Ton (TN)
-Linear Feet (LF)
-Gross Mile (GM)
-Allowance (ALLOW)

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Shoring	LF	900	$15	$13,500
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

WAYPOINT
Contracting, Inc.

Bid Bond

IFB No. 2026-12-005



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Waypoint Contracting, Inc. (hereinafter called the Principal), and The Gray Casualty & Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of LA 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")
Veterans Park – Phase 1

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Waypoint Contracting, Inc. as "Principal" herein has caused these presents to be signed in its name, by its Vice-President under its corporation seal, and the said The Gray Casualty & Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 16th day of March, and attested by its Power of Attorney, A.D., 20 26.

ATTEST:

Tanya Ramos

Waypoint Contracting, Inc.

By: _____ (Title)

(Principal) Manuel Vecin, Vice-President

ATTEST:

Ana Fernandez

See Power of Attorney Attached

The Gray Casualty & Surety Company

By: _____

(Surety) Attorney-in-Fact

Michael A. Bonet

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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid **Principal:** Waypoint Contracting, Inc.

Project: Veterans Park – Phase 1, ITB No. 2026-12-005

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of March , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of March , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

WAYPOINT
Contracting, Inc.

Section 8 Required Forms

IFB No. 2026-12-005



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 Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03-13-2026

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
Earthwork, Paving, Concrete Works	Earth Force, Inc.	11307 SW 238th St Homestead, Fl 33032	786-520-6929 gabriel@earthforceinc.com
Electric	Hamker Enterprises Corp.	520 N.W. 9TH Ave; Homestead, FL 33030	(305)247-8281
Site Fence	Florida Fence and Gates	2801 NW 55th Ct, Fort Lauderdale, FL 33309	954-663-5928
Furnishings	Landscape Forms	7800 E. Michigan Ave Kalamazoo, MI 49048	800.521.2546
Irrigation	Affordable Irrigation Inc	Miami, Fl	(305) 681-6322

March 13, 2026

To Whom It May Concern,

Waypoint Contracting, Inc. have been contracted with the City of Doral on multiple municipal construction projects. Throughout these engagements, Waypoint has consistently demonstrated professionalism, technical expertise, and a strong commitment to delivering quality work.

Waypoint has successfully completed several projects for the city, including improvements at the Doral White Course, Police Station renovations, City entrance signage, and parking garage repairs. These projects required coordination with City staff, third party governing agencies, adherence to strict municipal standards, and careful management of construction activities in active public facilities. During each project, Waypoint Contracting, Inc. maintained clear communication, met project milestones, and provided effective project management and supervision. Their team was responsive, organized, and committed to maintaining safety and quality throughout the construction process.

The City of Doral appreciates Waypoint's ability to deliver well-executed projects while working collaboratively with City departments and stakeholders. Based on our experience, we would recommend Waypoint Contracting, Inc. for municipal and commercial construction projects requiring a qualified and dependable contractor.

Should you have any questions or need additional information do not hesitate to contact me directly (786) 697-8700.

Respectfully,

Julio Amoedo

Julio Amoedo
Assistant Public Works Director

WAYPOINT
Contracting, Inc.



WHITE COURSE PARK

Doral, *FL*

SPORTS FIELD | GOVERMENT/ MUNICIPAL | PARK

Total Contract Value:
$3,200,000.00

Start / End Dates:
03/2021 - 03/2022

Client Contact:
Julio Amoedo
8401 NW 53 Terrace
Doral, FL 33166
(305) 593-6740 ext. 6018
julio.amoedo@cityofdoral.com

Architect:
Chen Moore and Associates
786-497-1500

Waypoint Contracting, Inc., was selected by the City of Doral for the construction of 2.7 acres of land. The ground up park consisted of a shaded playground, a water front flexible event plaza, artificial turf putting green space, outdoor fitness stations, two off-leash artificial turf dog areas with washing stations, putting, multi-purpose greenspace, concrete paver walkways and concrete sidewalks, aluminum fence around the park, and a chain link fence around the playground and dog areas. The park also consisted of a restroom building, 11 parking spaces, and a connectivity to Downtown Doral through the Downtown Doral Boardwalk located at the north side of the park.







CITY OF CAPE CORAL

March 16, 2026

To Whom It May Concern,

The City of Cape Coral had the opportunity to work with Waypoint Contracting, Inc. on the construction of the Cultural Park and Gator Circle Park improvements, and we are pleased to provide this reference based on our experience with their team. These projects involved the development and enhancement of public park facilities, including recreational courts, playgrounds, site infrastructure, prefab restrooms, parking, walkways, lighting, landscaping, and supporting park amenities. The work required careful coordination with City staff, permitting, adherence to municipal construction standards, and the ability to manage construction activities within active community environments.

Waypoint Contracting, Inc. demonstrated professionalism, effective project coordination, and a commitment to maintaining progress throughout the project. Their team worked collaboratively with City representatives and remained responsive to project needs as they arose. These park improvements have contributed positively to the City's recreational facilities and reflect the level of workmanship and coordination expected on municipal projects.

Based on our experience, the City of Cape Coral considers Waypoint Contracting, Inc. a dependable contractor capable of successfully delivering municipal construction projects and would welcome the opportunity to work with them again. Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

James Breakfield Digitally signed by James Breakfield DN: C=US, E=jbreakfi@capecoral.gov, O=City of Cape Coral, OU=CIP, CN=James Breakfield Date: 2026.03.16 13:22:19-04'00'

James Breakfield, P.E.
Deputy Public Works Director

WAYPOINT
Contracting, Inc.



CULTURAL AND GATOR CIRCLE PARKS

Cape Coral, FL

SPORTS FIELD | GOVERMENT/ MUNICIPAL | PARK

Total Contract Value:
$5,131,294.12

Start / End Dates:
12/2021 - 09/2022

Client Contact:
James Breakfield
1015 Cultural Park Blvd
Cape Coral, FL 33990
(239) 707-1718
jbreakfi@capecoral.gov

Architect:
AECOM
(813)-362-2911

Waypoint Contracting, Inc., was selected by the City of Cape Coral for the construction of Cultural Park (14 acres) and Gator Circle Property (17 acres). The ground up parks consisted of construction of a new sports courts inclusive of two basketball courts, two pickleball courts and one tennis court, a shaded playground, outdoor fitness stations, demolition and construction concrete paver walkways and concrete sidewalks, aluminum fence around the park, new drainage systems, new parking lots, installation of pavilions and shelters and a chain link fence around the playground. The park also consisted of a restroom building, installation of new landscaping, and installation of new electrical system inclusive of seven light poles, a new transformer and electrical services to the shelters.







VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: Waypoint Contracting Inc

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

Contracted Services Information:

Scope of Work: The work consisted of a complete structural and architectural renovation of existing two story building which included demo and replacement of entire roof structure and replacement with new trusses and roof, shoring of 2nd floor and new structural reinforcement, new stairwell structure, new elevator shaft, and structural modification of all openings. Architectural renovations included new doors, windows, stucco, paint flooring, railings, elevator, HVAC, plumbing, electrical, fire alarm, site drainage, parking, irrigation, and landscape

Initial Value of Contract: $1,925,000 Final Value of Contract: $2,414,393.58
Length of Contract: March 2022- January 2023
Would you enter into a contract with the Company in the future? __x__ Yes ___ No
Were the services provided acceptable and of quality standards: ___x_ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? __x__ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? __x__ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Delray Beach Community Redevelopment Agency

Name of Individual completing this form: ___Christine Tibbs
Signature: Title: Assistant Director
Telephone: 5612768640 Email: tibbsc@mydelraybeach.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WAYPOINT
Contracting, Inc.



CRA BUILDING

Delray Beach, FL

RENOVATION

GOVERMENT/ MUNICIPAL



Total Contract Value:
$2,414,393.58

Original Contract Value:
$1,925,000.00

Client Contact:
Christine Tibbs
313 NE 3RD Street
Delray Beach, FL 33444
516-276-8640
tibbsc@mydelraybeach.com

Start / End Dates:
03/2022 - 01/2023

Architect:
Synalovski Romanik Saye, LLC
Manuel Synalovski
msynalovski@synalovski.com



Waypoint Contracting, Inc., was awarded this contract for the renovation of the two story building for the City of Delray Beach CRA. The work consisted of a complete structural and architectural renovation of existing two story building which included demo and replacement of entire roof structure and replacement with new trusses and roof, shoring of 2nd floor and new structural reinforcement, new stairwell structure, new elevator shaft, and structural modification of all openings. Architectural renovations included new doors, windows, stucco, paint flooring, railings, elevator, HVAC, plumbing, electrical, fire alarm, site drainage, parking, irrigation, and landscape.



The project was challenging because it required careful coordination of the work to preserve the structural elements called out to the remain so not to compromise the existing structure as the new structural modifications were being made. Also the site had a very small foot print that required careful coordination of all material deliveries so not to compromise site logistics movements and disturbance to the adjacent properties/neighbors.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: Popular Bank - Ft. Lauderdale

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

Contracted Services Information:

Scope of Work: Branch renovations and upgrading, demolition of existing facility and existing partitions, to build out a a new branch office with 3 employees offices, IT room, conference room, copy room, cash room, waiting area, bathrooms, ATM area and kitchen/break room. Interior and exteriors modifications and improvements

Initial Value of Contract: $522,235.00 Final Value of Contract: $526,547.37

Length of Contract: 90 days

Would you enter into a contract with the Company in the future? X Yes ___No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Waypoint's quality of work was exceptional. They adhered to all safety and building regulations and their attention to detail resulted in a finished project that exceeded our expectations. Their understanding of commercial construction, combined with thier strong work ethic and commitment to excellence, sets them apart in this industry

Name of Public Entity/Company:

Popular Bank

Name of Individual completing this form: Kenyata Allain

Signature: kenyata allain Title: VP of Real Estate

Telephone: 917 653 8587 Email: kallain@popul ar.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WAYPOINT
Contracting, Inc.



POPULAR BANK Ft. LAUDERDALE BRANCH
Ft. Lauderdale, FL

FACILITY IN OPERATION

RENOVATION



Total Contract Value:
$551,419.29

Start / End Dates:
05/2023 – 09/2023

Client Contact:
Kenyata Allain
Popular Bank
7920 Miami Lakes Drive West
Miami Lakes, FL 33016
786-953-1271
kallain@popular.com



Waypoint Contracting, Inc., was selected to perform an interior demolition and construction of the existing storefront. of Popular Bank's Ft. Lauderdale Branch.

The scope of this project included:

- Demolition of existing finishes throughout
- New drywall
- New Flooring, Painting & acoustical ceiling
- New Lighting and Electrical system throughout
- Provide and Install New interior partitions
- New HVAC system
- New CMU and Stucco Finish exterior wall
- New Cash Machines



VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: Waypoint Contracting Inc

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

Contracted Services Information:

Scope of Work: The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Initial Value of Contract: $220,654.25 Final Value of Contract: $220,654.25
Length of Contract: April 2019- June 2019
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Waypoint is a sound company that performed excellent in every way on this project.

Name of Public Entity/Company:
Christopher R . Schlageter, Project Manager City of Pompano Beach

Name of Individual completing this form: Chistopher R. Schlageter

Signature: Christopher R. Schlageter Title: Project Manager

Telephone: 954-786-4022 Email: christopher.schlageter@copbfl.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WAYPOINT
Contracting, Inc.



DOG PARK RESTOOMS

Pompano *Beach, FL*

RENOVATION | GOVERMENT/ MUNICIPAL | PARK

Total Contract Value:
$220,654.25

Start / End Dates:
04/2019 - 06/2019

Client Contact:
Christopher Schlageter
1201 NE 5th Avenue,
Pompano Beach, FL 33060
954-786-4022
christopher.schlageter@copbfl.com

Architect:
Cartaya & Associates Architects, PA
954-771-2724

Waypoint Contracting Inc., was selected by the City of Pompano Beach to build from the ground up a stand-alone restroom structure at Dog Park. The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. An MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.







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 Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Manuel Vecin being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

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 13th day of March, 2026, by Manuel Vecin. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By Manuel Vecin

For Waypoint Contracting, Inc.

Whose business address is: 7925 NW 12 ST STE 321 Doral, Fl 33126

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4602789

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

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

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

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

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

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 13th day of March, 2026, by Manuel Vecin. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Manuel Vecin, Vice-President

(print individual's name and title)

for: Waypoint Contracting, Inc.

(print name of entity submitting sworn statement)

whose business address is: 7925 NW 12 ST STE 321 Doral, Fl 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4602789

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

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

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

Signature of Official: _____

Name (typed): Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

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 13th day of March, 2026, by Manuel Vecin. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 491847
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

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

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

I, Manuel Vecin being first duly sworn state:

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

81-4602789

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

Waypoint Contracting, Inc.

Name of Entity, Individual, Partners or Corporation

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

7925 NW 12 ST STE 321 Doral, Fl 33126

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership	
Jorge Lopez	7925 NW 12 ST STE 321 Doral, Fl 33126	90	%
Manuel Vecin	7925 NW 12 ST STE 321 Doral, Fl 33126	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:

Not Applicable

Signature of Official: 

Name (typed): Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

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 13th day of March, 2026, by Manuel Vecin. He/She was X personally known, _____ or produced _____ as a form of identification.

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Waypoint Contracting, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Veterans Park, ITB# 2026-12-005, 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 Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

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 13th day of March, 2026, by Manuel Vecin. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

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

Signature of Official: _____

Name (typed): Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

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 13th day of March, 2026, by Manuel Vecin. He/She was __X__ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No, Not applicable.

Executed on 03/12/2026 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): Manuel Vecin

Title: Vice-President

Company: Waypoint Contracting, Inc.

Date: 03/13/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Manuel Vecin (the individual attesting below), being duly authorized byand on behalf of Waypoint Contracting, Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 13th day of March, 2026.

Signature of Affiant

Print or Type Name: Manuel Vecin

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 13th day of March, 2026, by Manuel Vecin. He/She was X personally known, _____ or produced _____ as a form of identification.

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

Signed and sworn to (or affirmed) before me,
this the 13th day of March, 2026.

My Commission Expires: Oct. 15,2027

_____
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: Manuel Vecin

Title: Vice-President

Signature: _____ Date: 03/13/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Waypoint Contracting, Inc. ("**Company**")

Vendor FEIN: 81-4602789

Address: 7925 NW 12 ST STE 321

City: Doral State: Fl Zip: 33126

Phone number: 786-608-1406 Email Address: info@waypointci.com

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

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

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

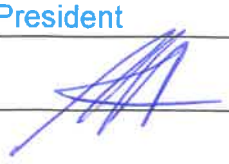
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

Printed Name: Manuel Vecin

Title: Vice-President

Signature: 

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Waypoint Contracting, Inc

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

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
P.O. BOX 558482

Requester's name and address (optional)

6 City, state, and ZIP code
Miami, FL 33126

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
8 1 - 4 6 0 2 7 8 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | **Date** 3.19.2025

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

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

WAYPOINT
Contracting, Inc.

Addendums

IFB No. 2026-12-005



ADDENDUM NO. 1

Date: February 26th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-005 - Updated Bid Form" that includes an additional line item for *Site Furnishings Item No. 7*. Also, please review "Exhibit E - Revised Landscape Sheets".

Question No. 1: Would you be able to email me any available bid documents for the following opportunity?

Response: *Please be advised that Exhibit A is a large file and can be downloaded directly from DemandStar. All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the estimated or set budget for the ITB NO.: 2026-12-005, Veterans Park - Phase 1?

Response: *The budget for this project is Three Million Two Hundred Thousand Dollars and Zero Cents ($3,200,000.000). The Engineer's probable cost for this project is Four Million Six Hundred Thirty-Four Thousand Six Hundred Six Dollars and Zero Cents ($4,634,606.00) with a fifteen percent (15%) contingency included**

Question No. 3: There are three residential houses to the east. Does the bidder need to inform those residents about the construction?

Response: *The Village will provide notices to those residents closest to the project.*

Question No. 4: What is the required construction/completion timeframe (contract completion date or days after NTP)??

Response: *The duration of the project is ten (10) months from Notice to Proceed (NTP).*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 02.26.2026

Total Pages of Addendum including Acknowledgement 2

Print Name Manuel Vecin

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: March 3rd, 2026

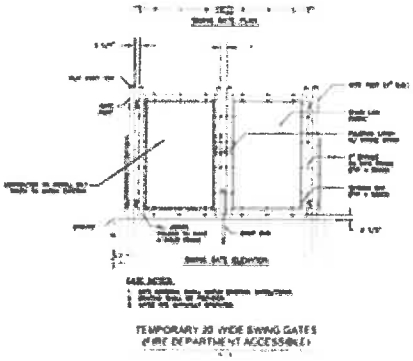
To: All Interested Parties

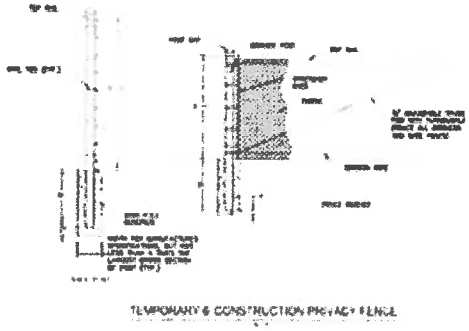
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

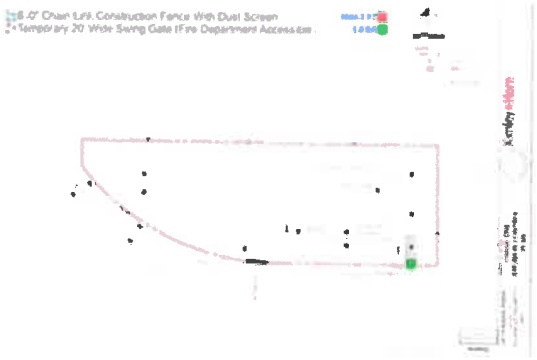
Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is there a temp fence? Below images are requesting full concrete. Please advise.







Response: *The site has an existing chain-link fence and wall around the perimeter and while a new fence is proposed, the existing chain-link fence, swing gates and wall may be used as the temporary construction fence.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 03/03/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Manuel Vecin

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 3

Date: March 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a ***new*** bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Bid Submission Date has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Monday, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, March 3rd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 03/13/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Manuel Vecin

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 4

Date: March 9th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Last day to Submit Questions and Addendum Posting has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Friday, March 13th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, March 13th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 4

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 03/09/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Manuel Vecin

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 5

Date: March 12th, 2026

To: All Interested Parties

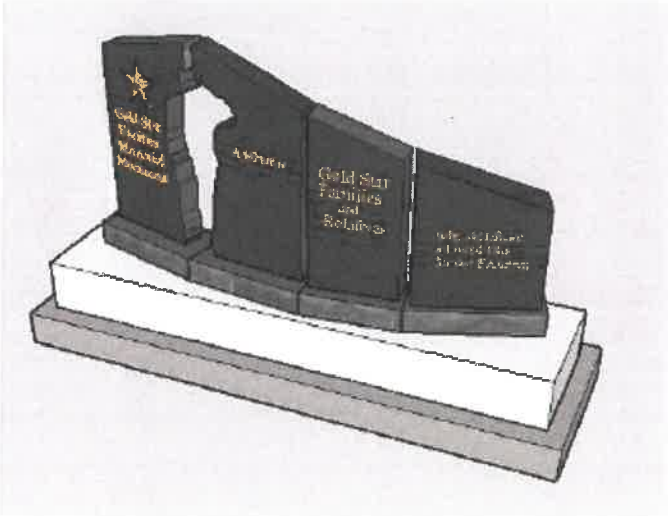
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Can you please clarify the scope of work assigned to the general Contractor for this project? We have Contacted the Monument Manufacturer and they mentioned that the City has a Contract with the City to Furnish and Install these items. Please advise.

13	Monument Sign with Letters and Village Seal		LS	$	$



Response: *Please see attached revised EX1-03 Sheet that includes the following language: "CONTRACTOR TO COORDINATE WITH THE VILLAGE REGARDING FURNISHING AND INSTALLATION OF THE "GOLD STAR FAMILY MEMORIAL WALLS" BY OTHERS".*

Question No. 2: I'm currently reviewing the signage scope for this project. I saw there is a budget for the monument signage and noticed an allowance of $5,000 listed for "Monument Sign Lights."

Could you please clarify:

- What type of lighting is included in this allowance?
- Is this intended to be external (site) lighting or integrated/internal illumination?

Response: *For lighting, please see the two items below:*

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/329223

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/1181

Mounted to the ground with a concrete footing. Contractor to submit shop drawings for review by the Village and Landscape Architect.

Question No. 3: Regarding the embossed seal, I understand that the provided details are for design intent only and that contractor-submitted, signed and sealed shop drawings will include loading, anchoring, and other specifications for review prior to procurement and installation.

However, to help us align our scope and materials with the design intent, could you advise if it's safe to assume values for:

- Steel plate thickness
- Emboss depth (how much the seal is raised)
- Mounting method (or guide us to the relevant page in the drawings if available)

Response: *Total thickness of the corten steel embossed Village of Palmetto Bay seal to be a minimum of 1/8" and a maximum of 1/4" as determined by the sign fabricator.*

The embossing depth of the seal to be 20-40% of the total thickness as determined by the sign fabricator. Mounting of the seal to be determined by the sign manufacturer.

Sign manufacturer to submit sign and sealed shop drawings for review by the Village and Landscape Architect.

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 5

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 03/12/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Manuel Vecin

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 6

Date: March 17th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is the City going to provide estimated quantities for all line items to ensure a uniform bidding basis?

Response: *For clarity purposes, the Contractor is responsible for generating quantities for each bid line item.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 6

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 03/17/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Manuel Vecin

Signature

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

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

WAYPOINT
Contracting, Inc.

Insurance

IFB No. 2026-001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2025

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 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:	
RSC Insurance Brokerage, Inc. 9350 S Dixie Hwy Suite 1400 Miami FL 33156	PHONE (A/C, No, Ext): (305)446-2271	FAX (A/C, No):
	E-MAIL ADDRESS: MIA-Certificates@Risk-Strategies.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Waypoint Contracting, Inc. 7925 NW 12th Street, Suites 319 & 321 Doral FL 33126	INSURER A: Monroe Guaranty Ins Co	32506
	INSURER B: Progressive Express Insurance Company	10193
	INSURER C: Continental Insurance Co	35289
	INSURER D: FCCI Insurance Co	10178
	INSURER E: Lloyd's of London	15792
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2562772108 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liability X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL100046991-07	6/30/2025	6/30/2026	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			983221188	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUE 7092646741	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC0100070963-05	6/30/2025	6/30/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractor's Professional			ANE5413312.25	6/30/2025	6/30/2026	Each Claim/Aggregate	$2,000,000
E	Contractor's Pollution			ANE5413312.25	6/30/2025	6/30/2026	Limit	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

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

R Ins. Brokerage/PREL

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1606

ORIGINAL

Submitted To:
VILLAGE OF PALMETTO BAY
VILLAGE CLERK'S OFFICE
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

ITB NO. 2026-12-005
VETERANS PARK - PHASE 1

WEST

Submitted By:
WEST CONSTRUCTION, INC.
820 NORTH 4TH STREET
LANTANA, FLORIDA 33462
PHONE: 561-588-2027

MARCH 19, 2026 @ 11:00 AM

March 19, 2026

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

Re: ITB No. 2026-001, Veterans Park - Phase 1
Letter of Introduction

Dear Evaluation Committee,

West Construction, Inc. is pleased to submit this Letter of Introduction to express our commitment in providing construction services for the development of the **Veterans Park - Phase 1** for the Village of Palmetto Bay. We recognize the significance of this project as one of the most meaningful initiatives undertaken by the Village - an enduring tribute honoring the service, sacrifice, and patriotism of our nation's Veterans and their families.

Company Overview

Founded in 1969, **West Construction, Inc**. is a Florida-based general contractor with more than *five decades* of experience delivering complex renovation, restoration, and infrastructure projects across the state and select international markets. Operating from our South Florida headquarters, West supports public, private, and institutional clients with technically demanding projects that require disciplined planning, precise execution, and close coordination within occupied environments.

West is dedicated to offering excellence in construction, architecture and professional services. As a third-generation family owned & operated corporation, we have achieved success through intensive collaboration with private and public clients.

Employing experts in their respective fields, **West** currently has 113+ employees working in the US and abroad. Construction specialist, architects, estimators and support staff work in a collaborative environment that promotes team work through individual excellence. The sharing of knowledge from multiple professional perspectives allows **West** to offer a creative and efficient end product. Our staff has a diverse range of experience in creating special places to Live, Work, Shop and Play.

West Architecture + Design, LLC operates in direct collaboration with **West** Construction Inc. specializing on Design/Build project delivery. Under the leadership of Principals, Matthew West and Peter Ganci, **West** Architecture strives to achieve quality work through the highest level of Service, Design and Value for each project.

The ability to offer our clients a single point of contact for design and construction sets us apart from traditional architecture and construction companies. From initial Design to Final Construction, we possess the ability to direct all aspects of a project, anticipating the needs and objectives of the owner.

While **West** has grown substantially over the years, we have always remained focused on providing technical expertise, a passion for performance and outstanding attention to client satisfaction. We have completed municipal projects throughout Florida on both the West and East coast. Our ability to listen to our clients and adapt accordingly is the reason **West** is one

of the leading construction firms in Florida.

Understanding of the Project Scope

West Construction, Inc. understands that the Village's vision for this 3.1-acre site, deeded by South Motors Company of Dade County, will transform the parcel into a dedicated public park designed for remembrance, reflection, and community gathering. Our team fully understands the importance of constructing a space that reflects the dignity, respect, and solemnity befitting a Veterans tribute.

As outlined in the project documents, **Phase I improvements** will include: Site preparation; Civil and site engineering; Hardscape and landscape installation; Irrigation systems; Site furnishings; All related general construction activities; Installation of the Gold Star Family Memorial Monument consisting of four pillars symbolizing **Homeland, Family, Patriotism, and Sacrifice**

We understand that the park will serve as a central community asset and that the Gold Star Family Memorial Monument will be its focal point - an enduring testament to those who have made the ultimate sacrifice.

West Construction, Inc. acknowledges that **all labor, materials, and equipment necessary to complete the improvements described in the Drawings and Project Specifications** will be furnished by our team. We further recognize the critical importance of **close coordination** with the Village's Engineer and the Parks and Recreation Director throughout the construction process to ensure seamless execution and alignment with the Village's expectations.

In accordance with the procurement requirements, our bid will be submitted on a **Guaranteed Maximum Price (GMP)** basis, as required by the Bid Form.

Commitment & Availability

West Construction is committed to supporting the Village of Palmetto Bay with experienced leadership, responsive project administration, and the resources required to deliver a high-quality public facility that serves the community for decades to come. Our firm brings extensive experience in civic, memorial, and public park construction, and we are committed to delivering a project that honors the spirit and purpose behind the Charles and Fanny Dascal Veterans Park. We welcome the opportunity to collaborate with the Village in bringing this landmark project to life.

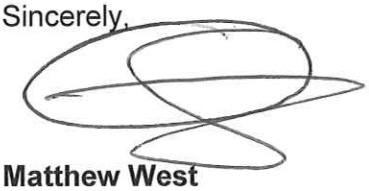
West's primary contact will be as listed below.

Main Office Address:
West Construction, Inc.
820 N 4th Street, Lantana, Florida 33462
P: 561-588-2027
F: 561-582-9419
www.westconstructioninc.net

Persons authorized to make representations for the proposer:
Matthew F. West, CGC, AIA, Principal/President
(same address and phone number as above)
Email: swest@westconstructioninc.net

Thank you for your consideration. We look forward to working with the Village and contributing to a park that will serve as a place of honor, reflection, and community pride for decades to come.

Sincerely,



Matthew West
President
West Construction, Inc.
561-588-2027
swest@westconstructioninc.net

KEY PERSONNEL

TEAM MAKEUP:

Our firm currently has a staff of approximately 100 employees working out of the South Florida offices.

Responsible Office:
820 North 4th Street
Lantana, FL 33462

West Construction, Inc. will have a full time project manager as well as a full time on site superintendent. In addition, our firm will assign an project executive, senior project manager, assistant project manager, project accountant, estimator, as well as other support staff on an as needed basis.

Our firm has worked with various private, federal and public agencies requiring fixed time schedules and fixed budgets. The experienced construction team is committed to the goal of giving clients a constant level of superior service. As the needs of our clients have increased, West has expanded its capabilities to keep pace. In construction and architecture, we continue to broaden our services to meet our client needs as technology advances and new methodologies are developed.

West's skilled staff brings individual expertise to our corporate capabilities. In-house talent with vast project knowledge benefits the client and sets West apart from our competition.

Matthew West, CGC, AIA, President
Bachelor of Science in Architecture -Florida A & M University
Bachelor of Architecture -Florida Atlantic University

West also employs Corporate Management, Quality Control and Safety personnel to oversee projects. Also on the team you will find an array of Project Management, Superintendents, Field and Administrative Staff. Our team will perform in-depth analysis of your building needs.

West Architecture + Design, LLC.
State of Florida - Certificate of Authorization - AA26001503
Matthew F. West: State of Florida Registered Architect - AR93859

West Construction, Inc.
Business Organization State of Florida - QB26507
Matthew F. West: State of Florida Certified General Contractor - CGC1516626

Proposed Project Team:

Matthew F. West, President
10% Allocated
31 Years Experience
Bachelors in Architecture

As co-founder and Principal, Mr. West brings over 30 years of architectural and construction

experience to the firm. His diverse project experience includes both public and private sector projects. In addition to his responsibilities for overseeing the firm, Mr. West is responsible for the overall office management, client relations and administrative activities. He is involved in overseeing all projects, utilizing his skills and abilities to ensure the highest level of safety and project supervision.

Frank Cestero, Chief Financial Officer
15% allocated
20+ years experience
Master in Business Administration

Mr. Cestero serves as Chief Financial Officer for the firm and is responsible for overseeing all financial operations, reporting, and strategic fiscal planning. He provides executive leadership in budgeting, cash-flow management, financial forecasting, and cost control to support the firm's construction and design-build operations. Mr. Cestero works closely with project managers and executive leadership to ensure accurate project financial tracking, compliance with contractual and regulatory requirements, and timely reporting.

Miguel Fernandes, Ph.D., Director of Safety, Quality, and Environment/Project Health & Safety Manager
15% allocated
20 years experience
Ph.D., Biology and Bachelor of Science, Wildlife Biology

Dr. Fernandes brings over 20 years of experience advancing personnel and public safety across diverse environments, including research biology and chemistry labs, the US Forest Service, and the general construction industry. At West Construction, he oversees safety implementation and supervision for all projects, leveraging his broad background to ensure compliance with OSHA standards and promote a culture of safety.

Angel Olivera, E. I - Senior Project Manager
60% allocated
10 years experience
Masters in Civil Engineering; Bachelor of Science, Civil Engineering,

As a Senior Project Manager, Mr. Olivera will be responsible for the Project Management on a daily basis in the office and as required in the field. He will supervise the submittal process, scheduling, sub-contractor coordination, attend all meetings, generate the RFI's and oversee the QA/QC of all trades to ensure the work conforms to contract documents and abides by all applicable codes and regulations. He will also be responsible for the planning, coordinating, controlling, monitoring and closing out of projects. He possesses strong training and experience in safety review, quality control and contract administration.

Savannah West Rutherford, CGC - Senior Project Manager
60% allocated
6 years experience
Bachelor of Arts, Architecture; MBA, Business (*Expected 05/2026)*; and Certified General Contractor License

As a Project Manager, Mrs. West Rutherford will be responsible for the Project Management on a daily basis in the office and as required in the field. She will supervise the submittal process, scheduling, sub-contractor coordination, attend all meetings, generate the RFI's and

oversee the QA/QC of all trades to ensure the work conforms to contract documents and abides by all applicable codes and regulations. She will also be responsible for the planning, coordinating, controlling, monitoring and closing out of projects. She possesses strong training and experience in safety review, quality control and contract administration.

Felix De La Rosa, Surveyor
As Needed % allocated
9 years experience
Bachelors in Land Survey and Mapping

Mr. De La Rosa is responsible for managing all surveying activities on the project, including conducting site surveys, collecting data, preparing survey reports, and ensuring accuracy in measurements. He oversees the use of surveying equipment, coordinates with project teams, and ensures compliance with relevant regulations and standards. He applies his expertise in quality control, safety review, and contract administration to ensure the successful completion of the surveying phase of the project.

Andrew D'Angelo, Operations Manager
15% allocated
10+ years experience
Bachelors in Sociology

Mr. D'Angelo is an experienced Operations Manager who provides leadership and oversight across the firm's construction operations. He is responsible for coordinating project execution, supporting project management teams, and ensuring effective collaboration between field personnel, subcontractors, and consultants. Mr. D'Angelo is well versed in construction means and methods, scheduling, and cost control, and maintains a strong working knowledge of applicable building, fire, and accessibility codes.

Carlos Rivera, Superintendent
100% allocated
40 Years of experience

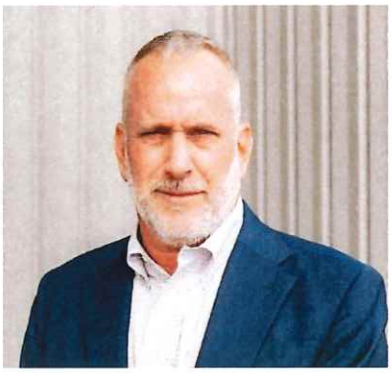
Mr. Rivera is the proposed Superintendent and is experienced at ensuring the overall success of projects during all construction phases. Mr. Rivera's daily responsibilities include scheduling, logistics planning, cost control, safety review, quality control and contract administration. Fluent in Spanish and English, he will manage subcontractor negotiations, coordinate all necessary inspections, and maintain detailed daily reports and look-ahead schedules.

Matthew F. West

CGC, AIA

President

As co-founder and Principal, Mr. West brings over 30 years of architectural and construction experience to the firm. His diverse project experience includes both public and private sector projects. In addition to his responsibilities for overseeing the firm, Mr. West is responsible for the overall office management, client relations and administrative activities. He is involved in overseeing all projects, utilizing his skills and abilities to ensure the highest level of safety and project supervision.





Currie Park Redevelopment



North Pompano Park



Fire Station #52



Pine Island Rd & 50th St. Athletic Complex



Muss Park Pavilion

Abbreviated Project Experience:

Currie Park Redevelopment
West Palm Beach, FL
$35.5 Million (Est.), Approx. 13.6 Acres
Project Involvement: Controller

Gaines Park Community & Tennis Center Renovation
West Palm Beach, Florida
$14.8 Million (Est.), Approx. 28,000 SF
Project Involvement: Controller

North Pompano Park
Pompano Beach, FL
$3.67 Million, 20-Acres, Improvements
Project Involvement: Controller

Fire Station #52
Pompano Beach, FL
$6 Million, 16,145 SF, New Construction
Project Involvement: Controller

Savannas State Park Bike Path / Trail
St. Lucie County, FL
$6 Million, 4.219 Miles
Project Involvement: Controller

Pine Island Rd & 50th St. Athletic Complex
Sunrise, FL
$10.1 Million, New Construction
Project Involvement: Controller

Muss Park Pavilion
Miami Beach, FL
$2.4 Million, 4,000 SF, LEED Silver
Project Involvement: Controller

Experience

Total: 30 years
With West: 26 years

Education

Bachelor of Science in Architecture
Florida A & M University

Bachelor of Architecture
Florida Atlantic University

Credentials

Registered Architect
State of Florida: **AR93859**
Certified General Contractor State of Florida: **CGC1516626**
OSHA Certified 10-Hour Safety Training

Professional & Community Affiliations

American Institute of Architects
Past President of AGC

National Association of Industrial and Office Properties

U.S. Green Building Council - South Florida Chapter

Florida Trust for Historic Preservation & National Trust for Historic Preservation

Association of General Contractors FEC Past President Executive Committee

Frank Cestero, CFO

Chief Financial Officer



Mr. Cestero serves as Chief Financial Officer for the firm and is responsible for overseeing all financial operations, reporting, and strategic fiscal planning. He provides executive leadership in budgeting, cash-flow management, financial forecasting, and cost control to support the firm's construction and design-build operations. Mr. Cestero works closely with project managers and executive leadership to ensure accurate project financial tracking, compliance with contractual and regulatory requirements, and timely reporting.



Portofino Phase 3&4



Savannas State Park Bike Path / Trail



Fire Station #52



Fire House #4



Currie Park Redevelopment

Abbreviated Project Experience:

Portofino Phase 3 & 4
Miami Beach, Florida
$15.68 Million, Renovation
Project Involvement: CFO

Savannas State Park Bike Path / Trail
St. Lucie County, FL
$6 Million, 4.219 Miles
Project Involvement: CFO

Fire Station #52
Pompano Beach, FL
$6.3 Million, 16,145 SF, Design Build
Project Involvement: CFO

Fire House #4
Coral Gables, Florida
Project Involvement: CFO

Currie Park Redevelopment
West Palm Beach, FL
$35.5 Million (Est.), Approx. 13.6 Acres
Project Involvement: CFO

Gaines Park Community & Tennis Center Renovation
West Palm Beach, Florida
$14.8 Million (Est.), Approx. 28,000 SF
Project Involvement: CFO

North Pompano Park
West Palm Beach, Florida
$3.67 Million, 20 Acre Site
Project Involvement: CFO

Experience

Total: 20 years
With West: 2 years

Education

Bachelor of Arts in International Trade
Auburn University

Masters in Business Administration
Loyola University New Orleans

Credentials

Certified Construction Auditor
National Association of Construction Auditors (NACA)

Certified Construction Industry Financial Professional (CCIFP)
Construction Financial Management Association (CFMA)

West Construction, Inc.
820 North 4th Street, Lantana, Florida 33462
Phone: 561-588-2027 / Fax: 561-582-9419
Contractor's License: CGC1516626
www.westconstructioninc.net

Miguel Fernandes, Ph.D.

Director of Safety, Quality, and Environment / Project Health & Safety Manager



Dr. Fernandes brings over 20 years of experience advancing personnel and public safety across diverse environments, including research biology and chemistry labs, the US Forest Service, and the general construction industry. At West Construction, he oversees safety implementation and supervision for all projects, leveraging his broad background to ensure compliance with OSHA standards and promote a culture of safety.



Fire Station #52



Fire House #4



Currie Park Redevelopment



Gaines Park Community & Tennis Center Renovation



North Pompano Park

Abbreviated Project Experience:

Fire Station #52
Pompano Beach, FL
$6.3 Million, 16,145 SF, Design Build
Project Involvement: Director of Safety

Fire House #4
Coral Gables, Florida
Project Involvement: Director of Safety

Currie Park Redevelopment
West Palm Beach, FL
$35.5 Million (Est.), Approx. 13.6 Acres
Project Involvement: Director of Safety

Gaines Park Community & Tennis Center Renovation
West Palm Beach, Florida
$14.8 Million (Est.), Approx. 28,000 SF
Project Involvement: Director of Safety

North Pompano Park
West Palm Beach, Florida
$3.67 Million, 20 Acre Site
Project Involvement: Director of Safety

Savannas State Park Bike Path / Trail
St. Lucie County, FL
$6 Million, 4.219 Miles
Project Involvement: Director of Safety

Atlantic Technical College
Other Firm
Coconut Creek, Florida
Project Involvement: Director of Safety

Experience

Total: 20 years
With West: 1 year

Education

Ph.D. Biology
University of Miami

B.S. Wildlife Biology
The University of Montana

Credentials

OSHA 30

FDEP/USACE Wetland Identification & Delineation

Professional Affiliations

American Society of Safety Professionals

Florida Association of Environmental Professional

Florida Bat Conservancy

The Wildlife Society, Florida Chapter

The Society of Conservation Biology American Society of Mammologists

Angel Olivera, E.I

Senior Project Manager

As a Senior Project Manager, Mr. Olivera will be responsible for the Project Management on a daily basis in the office and as required in the field. He will supervise the submittal process, scheduling, sub-contractor coordination, attend all meetings, generate the RFI's and oversee the QA/QC of all trades to ensure the work conforms to contract documents and abides by all applicable codes and regulations. He will also be responsible for the planning, coordinating, controlling, monitoring and closing out of projects. He possesses strong training and experience in safety review, quality control and contract administration.





Broward County Public Safety Complex



Losner Park



North Pompano Park



Pine Trails Phase IV



Lantana Sports Complex

Abbreviated Project Experience:

Losner Park
Homestead, FL
$5.3 Million, 3 Acres
Project Involvement: Project Manager

North Pompano Park
Pompano Beach, FL
$3.67 Million, 20 Acre Site
Project Involvement: Project Manager

Pine Trails Phase IV
Parkland, FL
$5.9 Million
Project Involvement: Project Manager

Lantana Sports Complex
Lantana, FL
$2.6 Million, 11 Acre Site
Project Involvement: Project Manager

PBC Park (Lantana) Airport Southside Redevelopment Phase 1 & 2
Lantana, FL
$7.3 Million
Project Involvement: Project Manager

Currie Park Redevelopment
West Palm Beach, FL
$35.5 Million (Est.), Approx. 13.6 Acres
Project Involvement: Project Manager

Gaines Park Community & Tennis Center Renovation
West Palm Beach, Florida
$14.8 Million (Est.), Approx. 28,000 SF
Project Involvement: Project Manager

Experience

Total: 11 years
With West: 10 years

Education

Master of Science in Civil Engineering
University of Puerto Rico

Bachelor of Science in Civil Engineering
University of Puerto Rico

Credentials

Engineer Intern Certification

Florida 30 Hour OSHA Certified

Stormwater Management Inspector, #34466

US Coast Guard Navigation License Certified Welder

Certified Open Water Driver



QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Angel Olivera Martin

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

February 2, 2016

Inspector Number 34466

West Construction, Inc.
820 North 4th Street, Lantana, Florida 33462
Phone: 561-588-2027 / Fax: 561-582-9419
Contractor's License: CGC1516626
www.westconstructioninc.net

Savannah West-Rutherford

CGC 1539664

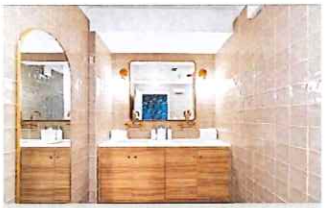
Senior Project Manager

Ms. West Rutherford is responsible for Project Management on a daily basis in the office and as required in the field. She will supervise the submittal process, scheduling, subcontractor coordination, attend all meetings, generate the RFI's and oversee the QA/QC of all trades to ensure the work conforms to contract documents and abides by all applicable codes and regulations. She will also be responsible for the planning, coordinating, controlling, monitoring and closing out of projects.





Portofino Phase 3&4



Kimpton Surfcomber Hotel



EAU Palm Beach Resort & Spa



Lantana Library Renovation



Shelborne Hotel

Abbreviated Project Experience:

Portofino Phase 3 & 4
Miami Beach, Florida
$15.68 Million, Renovation
Project Involvement: Project Manager

Kimpton Surfcomber Hotel
Miami Beach, Florida
$625,050.00, Renovation
Project Involvement: Project Manager

Eau Palm Beach Resort & Spa
Manalapan, Florida
$12 Million, Resort Renovation
Project Involvement: Project Manager

Lantana Library Renovation
Lantana, Florida
$735K, Renovation
Project Involvement: Project Manager

Palm Lake Estates
Riviera Beach, Florida
Renovation
Project Involvement: Project Manager

Sunshine Travel RV
Vero Beach, Florida
Development of 30 RV Site
Project Involvement: Project Manager

Experience

Total: 6 years
With West: 6 years

Education

Bachelor of Arts in Architecture
Minor in Disaster Management
Florida Atlantic University

Masters in Business Administration
Expected 05/2026
University of Miami

Credentials

Certified General Contractor State of Florida: **CGC1539664**

NPDES Stormwater Inspector

CPTED Certified

OSHA Certified

West Construction, Inc.
820 North 4th Street, Lantana, Florida 33462
Phone: 561-588-2027 / Fax: 561-582-9419
Contractor's License: CGC1516626
www.westconstructioninc.net

Felix De La Rosa

LS7104

Surveyor

Mr. De La Rosa is responsible for managing all surveying activities on the project, including conducting site surveys, collecting data, preparing survey reports, and ensuring accuracy in measurements. He oversees the use of surveying equipment, coordinates with project teams, and ensures compliance with relevant regulations and standards. He applies his expertise in quality control, safety review, and contract administration to ensure the successful completion of the surveying phase of the project.





Oyer Park FD Marine Response Unit Facility



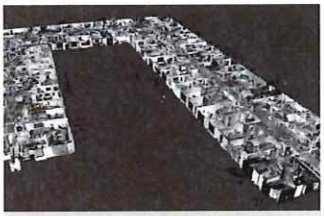
Sunrise Senior Center



Tamarac Swim Central Annex



North Pompano Park



Balmoral Condominium

Abbreviated Project Experience:

Pence Park - Masterplan
Boynton Beach, Florida
$4 Million (Est.)
Project Involvement: Surveyor

Oyer Park FD Marine Response Unit Facility
Boynton Beach, Florida
$10 Million (Est.), 11,400 SF
Project Involvement: Surveyor

Sunrise Senior Center
Sunrise, Florida
$1.9 Million, Renovation & Addition
Project Involvement: Surveyor

Tamarac Swim Central Annex
Tamarac, Florida
$1.2 Million
Project Involvement: Surveyor

North Pompano Park
Pompano Beach, FL
$3.67 Million, 20 Acre Site
Project Involvement: Surveyor

Tamarac Sports Complex Concession Building
Tamarac, Florida
$1.1 Million, 4,830 SF
Project Involvement: Surveyor

Balmoral Condominium
Bal Harbour, Florida
56,000 SF (Each Floor)
Project Involvement: Surveyor

Experience

Total: 16 years
With West: 9 years

Education

Bachelor of Science, Land Survey and Mapping
University of Polytechnic of Puerto Rico

Credentials

Professional Surveyor & Mapper
Florida Department of Agriculture & Consumer Services: **LS7104**

P.S. Puerto Rico
Member of CIAPR (Colegio de Ingeniero y Agrimensores de Puerto Rico)

Andrew D'Angelo

Operations Manager



Mr. D'Angelo is an experienced Operations Manager who provides leadership and oversight across the firm's construction operations. He is responsible for coordinating project execution, supporting project management teams, and ensuring effective collaboration between field personnel, subcontractors, and consultants. Mr. D'Angelo is well versed in construction means and methods, scheduling, and cost control, and maintains a strong working knowledge of applicable building, fire, and accessibility codes.



Currie Park Redevelopment



Gaines Park Community & Tennis Center Renovation



Lantana Sports Complex



Losner Park



Muss Park Pavilion

Abbreviated Project Experience:

Currie Park Redevelopment
West Palm Beach, FL
$35.5 Million (Est.), Approx. 13.6 Acres
Project Involvement: Operations Manager

Gaines Park Community & Tennis Center Renovation
West Palm Beach, Florida
$14.8 Million (Est.), Approx. 28,000 SF
Project Involvement: Operations Manager

Sunrise Senior Center
Sunrise, Florida
$1.9 Million, Renovation & Addition
Project Involvement: Operations Manager

Lantana Sports Complex
Lantana, FL
$2.6 Million, 11 Acre Site
Project Involvement: Operations Manager

Pine Island Rd & 50th St. Athletic Complex
Sunrise, FL
$10.1 Million, New Construction
Project Involvement: Operations Manager

Losner Park
Homestead, FL
$5.3 Million, 3 Acres
Project Involvement: Operations Manager

Muss Park Pavilion
Miami Beach, FL
$2.4 Million, 4,000 SF, LEED Silver
Project Involvement: Operations Manager

Experience

Total: 20 years
With West: 10 years

Education

Sociology
University of Nevada Los Vegas

Associates Degree in General Studies
College of Southern Nevada

Credentials

Florida 10 Hour OSHA Certified

West Construction, Inc.
820 North 4th Street, Lantana, Florida 33462
Phone: 561-588-2027 / Fax: 561-582-9419
Contractor's License: CGC1516626
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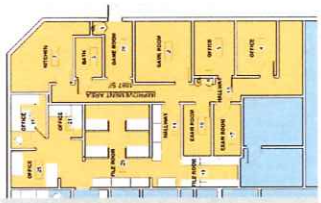
Carlos Rivera

Superintendent

Experienced at ensuring the overall success of projects during all construction phases, Carlos's daily responsibilities include scheduling, logistics planning, cost control, safety review, quality control and contract administration. Fluent in Spanish and English, he will manage subcontractor negotiations and coordinate all necessary inspections.



BH - 9065 Galloway Plaza Demolition



K-9 Facility and Dormitory



Puerto Rico VA National Cemetery



Las Calderas Naval Base



Norwood Park & Pool

Abbreviated Project Experience:

BH - 9065 Galloway Plaza Demolition
Miami, FL
$29,743, +/- 1,008 SF
Project Involvement: Superintendent

BHSF Doral UCC & DX Lobby
Miami, FL
$558K, +/- 3,170 SF
Project Involvement: Superintendent

K-9 Facility and Dormitory
Bonao, Dominican Republic
$1.5 Million Training Facility Expansion
Project Involvement: Superintendent

Puerto Rico VA National Cemetery
West Palm Beach, Florida
$18.9 Million Gravesite Expansion
Project Involvement: Superintendent

Las Calderas Naval Base
Las Calderas, Dominican Republic
$118K
Project Involvement: Superintendent

Emergency Warehouse Relief, 2017
Great Inagua, Bahamas
$1.3 Million
Project Involvement: Superintendent

Norwood Park & Pool
Miami Gardens, Florida
$1.6 Million, 3,746 SF
Project Involvement: Superintendent

Experience

Total: 40 Years
With West: 15 Years

Credentials

Florida 30 Hour OSHA Certified

ACOE Construction Quality Management for Contractors

Employment Experience

Project Manager
Carcon Construction, Inc., Morovis, PR
Operation, procurement, scheduling, quality control and production, reporting status, attend weekly meetings.

Subcontractor/Supervisor
F & R Construction, Puerto Rico
Contracting workers to perform construction work in accordance with specifications.

Subcontractor/Supervisor
Cue & Lopez, Puerto Rico
Employed 32 employees to perform various duties on houses and buildings. Later supervised a group of workers to perform punch list duties.

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
GENERAL					
1	Permits	1	LS	$180,000.00	$ 180,000.00
2	Construction Survey	1	LS	$42,462.00	$ 42,462.00
3	Testing and Inspection Costs	1	LS	$18,000.00	$ 18,000.00
4	Project Close Out	1	LS	$30,000.00	$ 30,000.00
5	Demobilization	1	LS	$18,000.00	$ 18,000.00
6	Mobilization, Bonds and Insurance	1	LS	$240,000.00	$ 240,000.00
7	Maintenance of Traffic	1	LS	$12,000.00	$ 12,000.00
8	Site Restoration	1	LS	$24,000.00	$ 24,000.00
9	Owner's Allowance	1	LS	$240,000.00	$ 240,000.00
				Subtotal:	**$ 804,462.00**
SITE PREPARATION					
1	Construction Fence	1642	LF	$9.02	$ 14,817.41
2	Silt Fence	1642	LF	$4.80	$ 7,881.60
3	Inlet Protection	14	EA	$600.00	$ 8,400.00
4	Stabilized Construction Entrance	1	EA	$6,000.00	$ 6,000.00
5	Tree Removal	11	EA	$1,479.60	$ 16,275.60
6	Tree Relocation	11	EA	$1,440.00	$ 15,840.00
7	Prune/Clean up Existing Trees	21	EA	$300.00	$ 6,300.00
8	Clearing and Grubbing	1	LS	$14,400.00	$ 14,400.00
9	Demolition	1	LS	$216,392.40	$ 216,392.40
10	Site Grading	1	LS	$19,996.80	$ 19,996.80
11	Sediment Trap	1	LS	$4,200.00	$ 4,200.00
12	Swing Gate	1	LS	$1,800.00	$ 1,800.00
				Subtotal:	**$ 332,303.81**
CIVIL					
1	Type B Stabilization	1742	SY	$8.40	$ 14,632.80
2	Thermoplastic, Painted Pavement Markings, Standard, White, Message Or Symbol (ADA Symbol)	4	LF	$336.00	$ 1,344.00
3	Detectable Warnings	47	SF	$66.00	$ 3,102.00
4	Thermoplastic, Painted Pavement Markings, Standard White, Solid For Stop Line 24"	35	LF	$3.00	$ 105.00

5	Super Asphaltic Concrete, SP-12.5, Type C (Parking Lot)	106	TN	$320.40	$	33,962.40
6	Lime Rock, Optional Base, Group 4 (Parking Lot)	1380	SY	$22.62	$	31,215.60
7	Type B, Stabilization (Parking Lot)		SY	$8.40	$	-
8	Super Asphaltic Concrete, SP-9.5, Type C (Temporary Pedestrian Path)	35	TN	$296.40	$	10,374.00
9	Lime Rock, Optional Base, Group 4 (Temporary Pedestrian Path)	444	SY	$22.62	$	10,043.28
10	Type B, Stabilization (Temporary Pedestrian Path)	444	SY	$8.40	$	3,729.60
11	Asphaltic Concrete Friction Course, Open Graded (FC-5)	50	TN	$336.00	$	16,800.00
12	#5 Open Graded Base Course	219	SY	$36.00	$	7,884.00
13	#1 Open Graded Stone	219	SY	$48.00	$	10,512.00
14	Non-Woven Geotextile	34155	SF	$2.40	$	81,972.00
15	6" Thick Concrete Sidewalk and Driveways	66	SY	$14.40	$	950.40
16	Thermoplastic, Standard Os, White, 4"	1	GM	$2,640.00	$	2,640.00
17	Thermoplastic, Standard, White, 2-4 Dotted Guidelines/ 6-10 Dotted Extension, 6"	1	GM	$2,580.00	$	2,580.00
18	Thermoplastic, Standard, Blue, Solid, 6"	72	LF	$1.80	$	129.60
19	Type 'D' Curb	1064	LF	$31.80	$	33,835.20
20	18" Exfiltration Trench	900	LF	$192.00	$	172,800.00
21	18" Solid HDPE Drainage Pipe	1123	LF	$148.80	$	167,102.40
22	8" Solid HDPE Drainage Pipe	142	LF	$123.59	$	17,549.50
23	10" Solid HDPE Drainage Pipe	24	LF	$135.59	$	3,254.11
24	12" Trench Drain	35	LF	$240.00	$	8,400.00
25	Skimmer for French Drain Outlet	1	EA	$4,800.00	$	4,800.00
26	5' Diameter Catch Basin	5	EA	$11,400.00	$	57,000.00
27	Type P9 Inlet	2	EA	$9,840.00	$	19,680.00
28	Nyloplast Drain Basin	2	EA	$5,400.00	$	10,800.00
29	4' Diameter Manhole	1	EA	$10,200.00	$	10,200.00
30	Sanitary Sewer Manhole	1	EA	$10,798.80	$	10,798.80
31	6" DIP Pipe (Sanitary Sewer Lateral)	35	LF	$107.99	$	3,779.58
32	Sanitary Sewer Cleanout	1	EA	$1,740.00	$	1,740.00
33	2" HDPE Pipe (Water)	26	LF	$134.40	$	3,494.40
34	2" Water Meter and Vault	2	EA	$6,000.00	$	12,000.00
35	Backflow Preventor	2	EA	$4,794.00	$	9,588.00
36	1-1/2" Corporation Stop	2	EA	$2,100.00	$	4,200.00
				Subtotal:	**$**	**782,998.67**
HARDSCAPE						
1	Concrete Ramp with Wall and Seat	2380	SF	$72.00	$	171,360.00
2	Amphitheater Step Seat	584	SF	$60.00	$	35,040.00
3	Concrete Stage	528	SF	$24.00	$	12,672.00
4	4" Thick Concrete Walk with Rock Salt Finish	11899	SF	$12.00	$	142,788.00

5	6" x 12" Flush Concrete Band with Sponge Finish	117	SF	$30.00	$	3,510.00
6	Concrete Star Platform	741	SF	$42.00	$	31,122.00
7	Wood Decking Including Structural	324	SF	$120.00	$	38,880.00
8	Bound Rubberized Mulch Path	702	SF	$48.00	$	33,696.00
9	Custom 4' High Perimeter Fence	700	LF	$213.60	$	149,520.00
10	Custom 4' High Perimeter Vehicular Gate	54	LF	$855.60	$	46,202.40
11	Custom 4' High Perimeter Pedestrian Gate	4	LF	$1,830.00	$	7,320.00
12	Tetrapod – Wausau Tile	6	EA	$32,712.00	$	196,272.00
13	Monument Sign with Letters and Village Seal	1	LS	$108,000.00	$	108,000.00
				Subtotal:	**$**	**976,382.40**
LANDSCAPE						
1	Planting Mulch (3" depth)	100	CY	$180.00	$	18,000.00
2	Topsoil Under Sod (4" depth)	440	CY	$24.00	$	10,560.00
3	Planting Soil Mix for Planting Beds and Surrounding Root Balls (6" depth)	220	CY	$48.00	$	10,560.00
4	Plant Fertilizer	1	LS	$12,000.00	$	12,000.00
	Trees					
5	Bursera simaruba (4" DBH/18' HT.)	18	EA	$1,800.00	$	32,400.00
6	Bursera simaruba (3" DBH/14' HT.)	24	EA	$1,080.00	$	25,920.00
7	Bursera simaruba (2" DBH/10' HT.)	18	EA	$324.00	$	5,832.00
8	Caesalpinia granadillo (2" DBH/16' HT.)	30	EA	$2,160.00	$	64,800.00
9	Chrysophyllum oliviforme (3" DBH/18' HT.)	2	EA	$1,200.00	$	2,400.00
10	Chrysophyllum oliviforme (3" DBH/14' HT.)	7	EA	$675.60	$	4,729.20
11	Chrysophyllum oliviforme (2" DBH/10' HT.)	9	EA	$315.60	$	2,840.40
12	Eugenia confusa (2" DBH/8' HT.)	26	EA	$630.00	$	16,380.00
13	Mastichodendron foetidissimum (4" DBH/18' HT.)	3	EA	$2,700.00	$	8,100.00
14	Myrcianthes fragrans (2" DBH/8' HT.)	70	EA	$540.00	$	37,800.00
15	Pinus elliottii var Densa (3" DBH/12' HT.)	3	EA	$1,035.60	$	3,106.80
16	Pinus elliottii var Densa (2" DBH/8' HT.)	3	EA	$324.00	$	972.00
17	Taxodium distichum (3" DBH/12' HT.)	22	EA	$990.00	$	21,780.00
	Palms					
18	Sabal palmetto (12-18' CT.)	51	EA	$720.00	$	36,720.00
19	Thrinax radiata (8' HT.)	10	EA	$990.00	$	9,900.00
	Shrubs & Groundcovers					
20	Carissa macrocarpa 'Emerald Blanket' (18" HT.)	449	EA	$43.20	$	19,396.80
21	Psychotria tenuifolia (24" HT.)	813	EA	$42.00	$	34,146.00
22	Serenoa repens 'Silver' (24" HT.)	543	EA	$450.00	$	244,350.00
23	Zamia pumila (24" HT.)	117	EA	$63.60	$	7,441.20
24	Arachis glabrata (12" HT.)	1770	EA	$7.20	$	12,744.00
25	Helianthus debilis (12" HT.)	1204	EA	$7.20	$	8,668.80
26	Nephrolepis exaltata (12" HT.)	261	EA	$16.80	$	4,384.80
27	Tripsacum dactyloides (24" HT.)	191	EA	$8.10	$	1,547.10

28	Stenotaphrum secundatum 'Floratam' Solid Sod (Permanent and Temporary)	78849	SF	$0.95	$	74,748.85
				Subtotal	**$**	**732,227.95**
IRRIGATION						
1	Turf Spray 1804-U-PRS 15 Strip Series	14	EA	$72.00	$	1,008.00
2	Turf Spray 1804-U-PRS HE-VAN Series	428	EA	$150.00	$	64,200.00
3	Shrub Spray 1812-PRS-U 15 Strip Series	16	EA	$120.00	$	1,920.00
4	Shrub Spray 1812-PRS-U HE-VAN Series	377	EA	$120.00	$	45,240.00
5	Flood Bubbler 1804-PRS-1400 FLOOD	441	EA	$78.00	$	34,398.00
6	Turf Rotor 3504-PC-SAM .75	9	EA	$60.00	$	540.00
7	Turf Rotor 3504-PC-SAM 1.0	3	EA	$66.00	$	198.00
8	Turf Rotor 3504-PC-SAM 1.5	3	EA	$72.00	$	216.00
9	Turf Rotor 3504-PC-SAM 2.0	12	EA	$78.00	$	936.00
10	Turf Rotor 3504-PC-SAM 3.0	4	EA	$84.00	$	336.00
11	Turf Rotor 3504-PC-SAM 4.0	72	EA	$90.00	$	6,480.00
12	Plastic Industrial Control Valve PEB	57	EA	$900.00	$	51,300.00
13	60 Station 2-Wire Controller with Smart Valve Technology ESPLXIVM	1	EA	$2,400.00	$	2,400.00
14	LNK2WIFI Controller Add-on	1	EA	$300.00	$	300.00
15	Rain Sensor RSD-BEX	1	EA	$36.00	$	36.00
16	Irrigation Lateral Line	15355	LF	$4.80	$	73,704.00
17	Irrigation Mainline	2260	LF	$4.80	$	10,848.00
18	Irrigation Pipe Sleeve	375	LF	$8.40	$	3,150.00
				Subtotal:	**$**	**297,210.00**
SITE FURNISHINGS						
1	Landscape Forms FGP Litter Trash Receptacle	6	EA	$1,260.00	$	7,560.00
2	Elkay - LK4430BF1U Drinking Fountain	2	EA	$18,000.00	$	36,000.00
3	Mutt Mitt 1005/1007 Pet Station	6	EA	$900.00	$	5,400.00
4	Strata Beam Picnic Table	4	EA	$4,678.80	$	18,715.20
5	Table and Chairs Carousel 4 Seats Hoop	3	EA	$4,680.00	$	14,040.00
6	Flag Pole with Flag	1	EA	$9,426.00	$	9,426.00
7	Strata Beam Bench	6	EA	$3,360.00	$	20,160.00
				Subtotal:	**$**	**111,301.20**
SITE LIGHTING AND ELECTRICAL						
1	Landscape Forms Rama-RAL-24-B-1-TIV-O (EL1)	14	EA	$12,000.00	$	168,000.00
2	Landscape Forms Rama-RAL-24-B-1-TIV-II (EL2)	6	EA	$12,000.00	$	72,000.00
3	Landscape Forms Rama-RAL-24-B-1-TIV-II	1	EA	$17,260.80	$	17,260.80
4	Landscape Forms Rama-RAL-12-A-1-TII (PD-1)	7	EA	$10,639.20	$	74,474.40
5	Landscape Forms Rama-RAL-24-B-1-TIII (PK)	3	EA	$17,260.80	$	51,782.40
6	Landscape Forms Rama-RAL-24-A-1-TIV (PK2)	8	EA	$17,260.80	$	138,086.40
7	Load Center Including Electrical Panels, Transformer, Meter, Disconnect and Mounting Rack	1	LS	$30,000.00	$	30,000.00

8	Monument Sign Lights	1	ALL OW	$6,000.00	$	6,000.00
9	Conduit (Furnish, and Install)	2000	LF	$31.20	$	62,400.00
10	Junction Box	4	EA	$1,080.00	$	4,320.00
				Subtotal:	**$**	**624,324.00**
				GRAND TOTAL	**$**	**4,661,210.03**

Total Bid Amount.....$ 4,661,210.03

Total Bid Amount (in words): Four Million Six Hundred Sixty-One Thousand Two Hundred Ten Dollars and Three Cents

Signature of Official: _____

Name: Matthew West

Title: President

Company: West Construction Inc.

Date: 3/19/2026

The following Bid Item Notes apply to the bid items:

1. All plant material cost to include furnish, installation, maintenance, and watering until certification of acceptability by the Village/Owner.
2. All plant material cost to include 1 year warranty commencing at issuance of certification of acceptability by the Village/Owner.
3. All irrigation components to be Rainbird or approved equal.
4. Abbreviations:
   -Lump Sum (LS)
   -Each (EA)
   -Square Feet (SF)
   -Cubic Yards (CY)
   -Square Yards (SY)
   -Ton (TN)
   -Linear Feet (LF)
   -Gross Mile (GM)
   -Allowance (ALLOW)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, West Construction, Inc. (hereinafter called the Principal), and Markel 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 the Base 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")
Veterans Park – Phase 1

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 West Construction, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Markel 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 6th day of March, 2026 and attested by its Power of Attorney, A.D., 20 26.

ATTEST:

Tais Fontoura, Sevretary

By: _____(Title)
(Principal) Matthew F. West, President

ATTEST: As per attached power of attorney

Dawn Auspitz, Witness

By: _____ Warren M. Alter
(Surety) Attorney-in-Fact

MARKEL INSURANCE CORPORATE COMPANY SEAL ILLINOIS

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

1628

POA# 910043

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Warren M. Alter, David T. Satine

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them 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 or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 23rd day of September, 2024.

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 23rd day of September, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

By: _____
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of March, 2026.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 910043
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Sloped	LF	1326	$5.00	$6,630.00
B.	Trench Box/Shieldi	LF	900	$14.00	$12,600.00
C.	Shoring	LF	59	$30.00	$1,770.00

Failure to complete the above shall result in the Bid being declared non-responsive.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under 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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

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
Electric	Powercom	2511 NW 16th La. #8	954-707-0917
Asphalt	Arrow Asphalt & Engineer	3050 NW 129th Street	305-688-8686, 305-419-57

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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: West Construction, Inc.

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

Contracted Services Information:

Scope of Work: Currie Park Redevelopment
The redevelopment of Currie Park, which includes a resiliency hub/events building with offices, meeting space & restrooms; sports courts, pedestrian plaza, site lighting, landscaping, irrigation, shade structures, seawall replacement with rip rap, tidal amphitheater, waterfront lagoon, beach area, overlooks, fishing pier, living shoreline, boat launch, pavilion, play areas, plazas & various additional amenities.

Initial Value of Contract: $35.39 Million Final Value of Contract: $35.39 Million

Length of Contract: 04/2025 - Estimated 03/2027

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:

West Construction is a very professional company that has performed various projects for the City of West Palm Beach with a very successful outcome

Name of Public Entity/Company: City of West Palm Beach

Name of Individual completing this form: Lorenzo A. Rivero

Signature: _____ Title: Special Projects Manager

Telephone: 561-494-1076 Email: lrivero@wpb.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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: West Construction, Inc.

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

Contracted Services Information:

Scope of Work: Gaine's Park Community Center, Tennis Center & Tennis Courts
To partially demolish the existing single-story Community Center building and construct a new one-story building replacing the existing building including a new building expansion.

Initial Value of Contract: $15.1 Million Final Value of Contract: $15.5 Million

Length of Contract: 03/2024 - Estimated 04/2026

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:

West Construction is a very professional company that has performed various projects for the city of West Palm Beach with a very successful outcome.

Name of Public Entity/Company: City of West Palm Beach

Name of Individual completing this form: Lorenzo A. Rivero

Signature: _____ Title: Special Projects Manager

Telephone: 561-494-1076 Email: lrivero@wpb.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: Veterans Park – Phase 1
Invitation to Bid No. 2026-12-005

Name of Company: West Construction, Inc.

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

Contracted Services Information:

Scope of Work: Main Fire Station #7
This project consists of an approximately 25,000 square foot, two story Fire Station and Emergency Operation Center, with four (4) double apparatus bays.

Initial Value of Contract: $7.2 Million Final Value of Contract: $7.7 Million

Length of Contract: 02/2016 - 03/2019

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:

West was a pleasure To work with. From TOP TO Bottom They were responsive. They brought me Solution To problems. This Firm Cares about Their Clients.

Name of Public Entity/Company: City of Hallandale Beach

Name of Individual completing this form: Matthew Cohen

Signature: _____ Title: Owner's Representative

Telephone: 954-707-2999 Email: pipreno1@gmail.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

Currie Park Redevelopment

West Palm Beach, Florida

Project Info

Owner | City of West Palm Beach
Contract Amount | $35.39 Million
Completion Date | Ongoing
Contact | Lorenzo A. Rivero
Special Projects Manager
561.494.1076
lrivero@wpb.org

Project Description

This is an active West project that showcases our ability to deliver complex, community-centered park improvements with significant waterfront and resiliency components. The scope includes construction of a new events building (with offices, meeting space, concessions, and restrooms), upgraded recreation amenities (pickleball and tennis courts, fitness lawn, multi-purpose/event lawn, themed playground, trails, plazas, pavilion areas, and new parking), and extensive site wide infrastructure improvements including new utilities, stormwater modifications, lighting, landscaping, irrigation, security, and wayfinding.

Site Features

- Resiliency Hub/Events Building
- Offices & Meeting Space
- Pickle Ball Courts
- Tennis Courts
- Playground
- Shade Structures
- Restrooms
- Pedestrian Plaza
- Tidal Amphitheater
- Fishing Pier & Boat Launch

Services Provided

- General Construction











West Construction, Inc.
820 North 4th Street, Lantana, Florida 33462
Phone: 561-588-2027 / Fax: 561-582-9419
Contractor's License: CGC1516626
www.westconstructioninc.net

Savannas State Park Bike Path / Trail

St. Lucie County, Florida

Project Info

Owner | Florida Department of Transportation
Contract Amount | $5.8 Million
Completion Date | January, 2026
Contact | Marla Hewson
FDOT Construction Project Manager
772.349.6728
Marla.Hewson@dot.state.fl.us

Site Features

- Shared-Use Path
- Bike Trail
- Pedestrian Trail
- ADA Crossings
- Detectable Warnings
- Pavement Markings
- Wayfinding Signage
- Site Restoration

Services Provided

- Concrete Removal
- Sidewalk Construction
- Path Construction
- Structural Monitoring
- Environmental Protection
- Erosion Control
- Species Protection
- Traffic Control
- Quality Control
- FDOT Compliance
- Construction Services

Project Description

The Savannas State Park Bike Path / Trail project consists of the construction and improvement of approximately 4.219 miles of a shared-use bicycle and pedestrian path along the Savannas SUN Trail corridor, extending from Lennard Road to the Savannas Recreation Area within Savannas Preserve State Park.

The work includes removal and replacement of existing concrete and sidewalk segments, installation of ADA-compliant detectable warning surfaces, pavement markings, and regulatory and wayfinding signage, as well as monitoring and protection of existing structures throughout construction. Additional scope elements include placement of performance turf and site restoration within disturbed areas.

All work will be performed in accordance with FDOT standards and project-specific specifications, with strict adherence to environmental protection requirements, erosion and sediment control measures, and endangered species protection protocols to preserve the natural resources of the state park.





North Pompano Park

Pompano Beach, Florida

Project Info

Owner | City of Pompano Beach
Contract Amount | $3.67 Million
Completion Date | May, 2024
Contact | Horacio Danovich
Owner's Representative
954.980.2208
drhdhome@gmail.com

Site Features

- 20-Acre Site
- Natural/Conventional Turf Multi-Purpose Play/Sports Fields
- Synthetic Turf Regulation Football/Game Field
- Football/Soccer Goal System
- Safety/Ball Netting
- Sports Lighting
- Fencing
- Landscaping & Irrigation
- Exercise Path
- Fitness Area
- New Restroom

Services Provided

- Construction Management at Risk (CMAR)
- General Construction Services

Project Description

Existing park (approx. 20-acre site) to be modernized/improved to include primarily: Two (2) natural/conventional turf multi-purpose play/sports fields improvements; one (1) synthetic turf regulation football/game field improvement; paving & drainage improvements; selective demolition; Fencing; landscaping/tree disposition amendments/improvements with irrigation renovation; minimal hardscape/sidewalks; sports lighting; dumpster Enclosure demolition; renovations/reconstruction of exercise path; new restroom; gravel parking spaces; fitness area; reroofing of existing buildings; painting of existing buildings; new HS football/soccer goal system; safety/ball netting; and new CCN/ALPR system.







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Contractor's License: CGC1516626
www.westconstructioninc.net

Losner Park

Homestead, Florida

Project Info

Owner | City of Homestead
Contract Amount | $5.3 Million
Completion Date | November, 2022

Project Description

This project included all site improvements, military memorial, landscaping, playground area, fountain feature, band shell, and on premise restaurant.

Losner Park creates a significantly expanded green space at the heart of downtown Homestead. The new design grows the existing park from .68 acres to 3 acres, extending westward from Krome Avenue, the city's main commercial avenue, to the newly constructed police station.

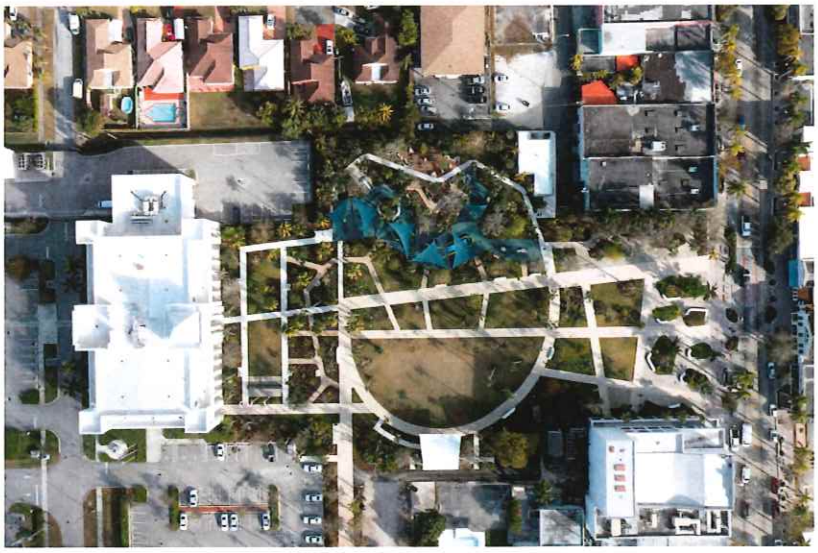
To the south, the park is adjacent to the recently renovated historic Seminole Theater. With the City of Homestead geographically functioning as a gateway to the Everglades and Biscayne National Parks, the park offers a new destination for residents and visitors, attracting and introducing them to the region while supporting local economy and downtown businesses.

Site Features

- Band Shell
- Restaurant
- Pump House
- Playground
- Fountain
- Landscape & Irrigation
- Site Improvements

Services Provided

- Construction Management
- General Construction Services







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Contractor's License: CGC1516626
www.westconstructioninc.net

Main Fire Station #7

Hallandale Beach, Florida

Project Info

Owner | City of Hallandale Beach
Contract Amount | $7.7 Million
Completion Date | March, 2019
Contact | Matthew Cohen
Owner's Representative
954.707.2999
pipreno1@gmail.com

Project Description

Built by West Construction, this state of the art complex's building program includes a 25,000 SF, three-story complex with four apparatus bays and living quarters for up to 16 firefighters. In addition to on-duty fire rescue staff, the building hosts the City's Fire Prevention Bureau including office space for fire inspectors, plans review and public education. The new complex is programmed to serve the needs of the City's Fire Rescue Administrative Headquarters, as well as emergency operations and the department's meeting space needs. The building program and design was slated to achieve LEED Silver Certification but received LEED Gold Certification.

Site Features

- 3-Story Structure
- 25,000 SF Building
- Four Bays
- Replacement Station
- Living Quarters
- Offices
- LEED Gold Certified





Services Provided

- Design/Build Services
- General Construction
- Architectural Services

West Construction, Inc.
820 North 4th Street, Lantana, Florida 33462
Phone: 561-588-2027 / Fax: 561-582-9419
Contractor's License: CGC1516626
www.westconstructioninc.net

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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Matthew F. West being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: West Construction, 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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

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 19th day of March, 2026, by Matthew F. West. He/She was ✓ personally known, N/A or produced N/A as a form of identification.

WITNESS my hand and official seal

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 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 Matthew F. West, President

For West Construction, Inc.

Whose business address is: 820 North 4th Street, Lantana, FL 33462

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1809068

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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

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 19th day of March, 2026, by Matthew F. West. He/She was ✓ personally known, N/A or produced N/A as a form of identification.

WITNESS my hand and official seal

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 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: Matthew F. West, President

(print individual's name and title)

for: West Construction, Inc.

(print name of entity submitting sworn statement)

whose business address is: 820 North 4th Street, Lantana, FL 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1809068

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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Palm Beach)

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WITNESS my hand and official seal

NOTARY PUBLIC STATE OF FLORIDA
RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 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, Matthew F. West 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:

59-1809068

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

West Construction, Inc.

Name of Entity, Individual, Partners or Corporation

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

820 North 4th Street, Lantana, FL 33462

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
Matthew F. West	820 North 4th Street Lantana, FL 33462	100 %
		%
		%

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

None

Signature of Official: 

Name (typed): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

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 19th day of March, 2026, by Matthew F. West. He/She was ✓ personally known, N/A or produced N/A as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We West Construction, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Veterans Park - Phase 1, ITB# 2026-12-005, 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 : West Construction, Inc., its subcontractors(Powercom, Arrow Asphalt), agents, and employees (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

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 19th day of March, 2026, by Matthew F. West. He/She was ✓ personally known, N/A or produced N/A as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 2027

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

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 West Construction, 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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

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 19th day of March, 2026, by Matthew F. West. He/She was ✓ personally known, N/A or produced N/A as a form of identification.

WITNESS my hand and official seal

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 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 March 19th, 2026 at West Construction Inc., Lantana, 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): Matthew F. West

Title: President

Company: West Construction, Inc.

Date: 03/19/2026

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Matthew F. West (the individual attesting below), being duly authorized by and on behalf of West Construction, 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 19th day of March, 2026.

Signature of Affiant

Print or Type Name: Matthew F. West, President

State of Florida)
) ss.:
County of Palm Beach)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 19th day of March, 2026, by Matthew F. West. He/She was ✓ personally known, N/A or produced N/A as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 19th day of March, 20 26.

My Commission Expires: June 26, 2027

NOTARY PUBLIC STATE OF FLORIDA
RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 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: Matthew F. West

Title: President

Signature: _____ Date: 03/19/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: West Construction, Inc. ("**Company**")

Vendor FEIN: 59-1809068

Address: 820 North 4th Street

City: Lantana State: FL Zip: 33462

Phone number: 561-588-2027 Email Address: swest@westconstructioninc.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.

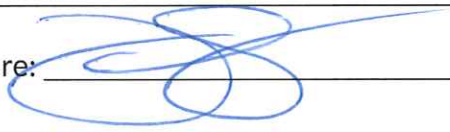
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Matthew F. West

Title: President

Signature: 

1657

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.)

WEST CONSTRUCTION, INC.

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

SAME AS ABOVE

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

820 NORTH 4TH STREET

6 City, state, and ZIP code

LANTANA, FL 33462

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

5	9	–	1	8	0	9	0	6	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Date **03/19/2026**

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

ADDENDUM NO. 1

Date: February 26th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-005 - Updated Bid Form" that includes an additional line item for *Site Furnishings Item No. 7*. Also, please review "Exhibit E - Revised Landscape Sheets".

Question No. 1: Would you be able to email me any available bid documents for the following opportunity?

Response: *Please be advised that Exhibit A is a large file and can be downloaded directly from DemandStar. All documents can be found at OpenBids-DemandStar.*

Question No. 2: What is the estimated or set budget for the ITB NO.: 2026-12-005, Veterans Park - Phase 1?

Response: *The budget for this project is Three Million Two Hundred Thousand Dollars and Zero Cents ($3,200,000.000). The Engineer's probable cost for this project is Four Million Six Hundred Thirty-Four Thousand Six Hundred Six Dollars and Zero Cents ($4,634,606.00) with a fifteen percent (15%) contingency included**

Question No. 3: There are three residential houses to the east. Does the bidder need to inform those residents about the construction?

Response: *The Village will provide notices to those residents closest to the project.*

Question No. 4: What is the required construction/completion timeframe (contract completion date or days after NTP)??

Response: *The duration of the project is ten (10) months from Notice to Proceed (NTP).*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor West Construction, Inc.

Date Addendum Received February 26th, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Matthew F. West, 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.

ADDENDUM NO. 2

Date: March 3rd, 2026

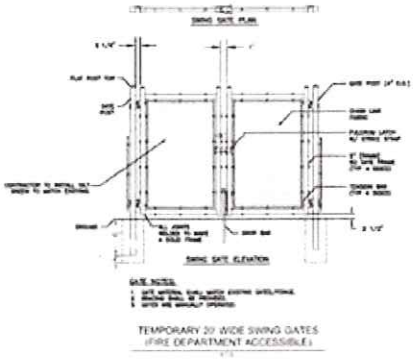
To: All Interested Parties

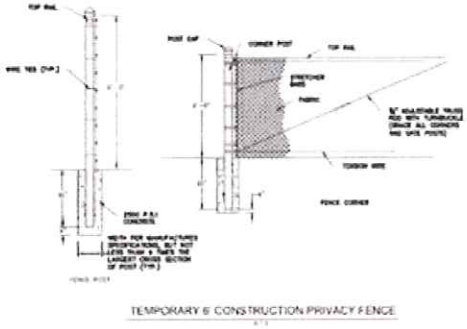
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

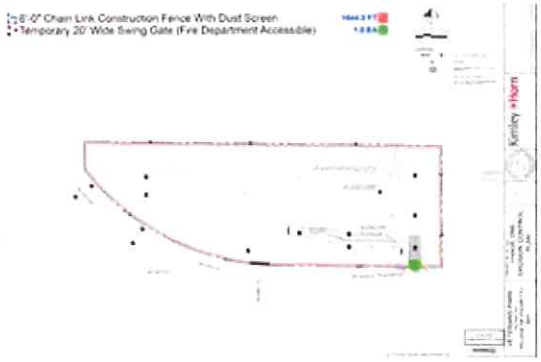
Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 12th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is there a temp fence? Below images are requesting full concrete. Please advise.







Response: *The site has an existing chain-link fence and wall around the perimeter and while a new fence is proposed, the existing chain-link fence, swing gates and wall may be used as the temporary construction fence.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor West Construction, Inc.

Date Addendum Received March 3rd, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Matthew F. West, 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.

ADDENDUM NO. 3

Date: March 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a ***new*** bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Bid Submission Date has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Monday, March 2nd, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, March 3rd, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor West Construction, Inc.

Date Addendum Received March 5th, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Matthew F. West, 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.

ADDENDUM NO. 4

Date: March 9th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Please see below the revised "Schedule of Events" as the Last day to Submit Questions and Addendum Posting has changed.

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, February 17th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 24th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:30 a.m.
Last day to Submit Questions	Friday, March 13th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, March 13th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, March 19th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 4

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor West Construction, Inc.

Date Addendum Received March 9th, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Matthew F. West, 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.

ADDENDUM NO. 5

Date: March 12th, 2026

To: All Interested Parties

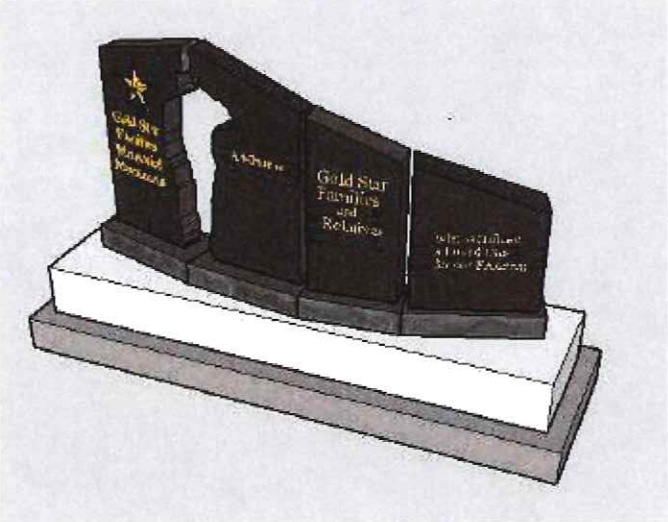
From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Can you please clarify the scope of work assigned to the general Contractor for this project? We have Contacted the Monument Manufacturer and they mentioned that the City has a Contract with the City to Furnish and Install these items. Please advise.

13	Monument Sign with Letters and Village Seal		LS	$	$



Response: *Please see attached revised EX1-03 Sheet that includes the following language: "CONTRACTOR TO COORDINATE WITH THE VILLAGE REGARDING FURNISHING AND INSTALLATION OF THE "GOLD STAR FAMILY MEMORIAL WALLS" BY OTHERS".*

Question No. 2: I'm currently reviewing the signage scope for this project. I saw there is a budget for the monument signage and noticed an allowance of $5,000 listed for "Monument Sign Lights."

Could you please clarify:

- What type of lighting is included in this allowance?
- Is this intended to be external (site) lighting or integrated/internal illumination?

Response: *For lighting, please see the two items below:*

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/329223

https://www.sescolighting.com/locations/coral-gables/#/quick_search/product/1181

Mounted to the ground with a concrete footing. Contractor to submit shop drawings for review by the Village and Landscape Architect.

Question No. 3: Regarding the embossed seal, I understand that the provided details are for design intent only and that contractor-submitted, signed and sealed shop drawings will include loading, anchoring, and other specifications for review prior to procurement and installation.

However, to help us align our scope and materials with the design intent, could you advise if it's safe to assume values for:

- Steel plate thickness
- Emboss depth (how much the seal is raised)
- Mounting method (or guide us to the relevant page in the drawings if available)

Response: *Total thickness of the corten steel embossed Village of Palmetto Bay seal to be a minimum of 1/8" and a maximum of 1/4" as determined by the sign fabricator.*

The embossing depth of the seal to be 20-40% of the total thickness as determined by the sign fabricator. Mounting of the seal to be determined by the sign manufacturer.

Sign manufacturer to submit sign and sealed shop drawings for review by the Village and Landscape Architect.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1668

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 5

Amendment of ITB No: 2026-12-005

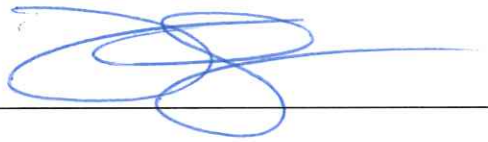
Title: Veterans Park – Phase 1

Name of Contractor West Construction, Inc.

Date Addendum Received March 12th, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Matthew F. West, 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.

ADDENDUM NO. 6

Date: March 17th, 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. 2026-12-005
Veterans Park – Phase 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 17th, 2026, and with a bid opening date of March 19th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is the City going to provide estimated quantities for all line items to ensure a uniform bidding basis?

Response: *For clarity purposes, the Contractor is responsible for generating quantities for each bid line item.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

1670

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 6

Amendment of ITB No: 2026-12-005

Title: Veterans Park – Phase 1

Name of Contractor West Construction, Inc.

Date Addendum Received March 17th, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Matthew F. West, 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.

LITIGATION

With all construction projects unforeseen issues can arise and, as with any business, litigation is sometimes unavoidable. Through diligent planning and result oriented collaboration West works with clients to minimize any residual effects. Open communication and close monitoring of all projects has enabled us to avoid and/or settle most disagreements immediately.

Principal of West defending allegations relating to a Service Disabled Veteran Owner Small Business set-aside contract. Please be reminded that these are only allegations, Mr. West has pled not guilty, is presumed innocent of all charges. In this regard, please proceed cautiously and reserve judgment until Mr. West is able to present his case involving the bidding of that contract is for the first time addressed with the appropriate authorities. When done, Mr. West is confident that the allegations will be viewed in an entirely different context. Most importantly, the allegations in that case have absolutely no bearing on West Construction, Inc.'s bid.

West Construction, Inc. values its relationship with the Village of Palmetto Bay and is available to meet and further discuss this matter.

Please see attached litigation for the last three (3) years.

WEST CONSTRUCTION, INC.
THREE (3) YEAR LITIGATION

CASE NAME	CASE NUMBER	STATUS
2023		
Murhead Paul McGann v. West Construction, Inc.	USDC – Southern District 23-CV-80930	Dismissed
Quamec Corp. v. West Construction, Inc.	Palm Beach County Case: 502023CC000306XXXXSB	Dismissed
Kilowatt Electric Company v. West Construction, Inc.	Brevard County Case: 05-2023-CA-014342-XXXX-XX	Dismissed
Bilikey Linas Design Associates, Inc. v. West Construction, Inc.	American Arbitration Association Case: 01-23-0002-7564	Dismissed
MVRT, Inc. v. West Construction, Inc.	Miami-Dade County Case: 2023-024752-CA-01	Dismissed
United States of America v. Matthew West, et al.	USDC - Middle District of Florida 8:23-cr-00308	Open proceeding against Matthew West, and owner and principal of West relating to a Federal Project. Mr. West intends to vigorously defend himself in this issue.
2024		
American Impact Windows & Doors, LLC v. West Construction, Inc.	Miami Dade County Case: 2024-016292-CA-01	Dismissed
Alexander Bronstein and Southpoint Shor Management v. First Protective Insurance Company and West Construction, Inc.	Miami Dade County Case: 2024-024159-CA-01	Pending negligence case.
Manpower Irrigation and Services, Inc. v. West Construction	Palm Beach County Case: 50-2024-CA-006433-XXXA-MB	Pending case brought by subcontractor, West defending based upon overbilling and set-offs/backcharges
Acousti Engineering Co. of Florida v. West Construction, Inc.	Palm Beach County Case: 50-2024-CC-015217-XXXA-MB	Dismissed
West Construction, Inc. v The School Board of Broward County, Florida	Broward County Case: 062024CA008645XXXCE	Dismissed

WEST CONSTRUCTION, INC.
THREE (3) YEAR LITIGATION

CASE NAME	CASE NUMBER	STATUS
West Construction, Inc. v. The City of Sunrise, Florida	Broward County Case: CACE24009739	Dismissed.
The City of Sunrise, Florida v. West Construction, Inc. et. al	Broward County Case No. CACE24017669	Pending case with competing claims between West and Project owner.
The City of Sunrise, Florida v. West Construction, Inc. et. al	Broward County Case No. CACE24017627	Pending case with competing claims between West and Project owner.
The City of Sunrise, Florida v. West Construction, Inc. et. al	Broward County Case No. CACE24017614	Pending case with competing claims between West and Project owner.
2025		
Yulanda Ellis v. West Construction, Inc. et. al	Broward County Case No. CACE25000420	Pending Premises Liability/Personal Injury Action
Milton Rodriguez Carvalho, et al v. West Construction, Inc., et al	Broward County Case No. 2025004531	Pending case involving homeowner dispute.
West Construction, Inc. v. Kimley-Horn and Associates, Inc.	Broward County Case CACE25013137	Pending case in which West seeks recovery as a result of design deficiencies.
Go Materials, Inc. v. Manpower Irrigation & Services, Inc., et al	Miami Dade Case 2025-016413-CA-01	Dismissed

March 19, 2026

Village of Palmetto Bay
Office of the Village Clerk
9705 Easy Hibiscus Street
Palmetto Bay, FL 33157

Re: **ITB No.: 2026-12-005, Veteran Park - Phase 1**
Litigations

To Whom It May Concern:

Principal of West defending allegations relating to a Service Disabled Veteran Owner Small Business set-aside contract. Please be reminded that these are only allegations, Mr. West has pled not guilty, is presumed innocent of all charges. In this regard, please proceed cautiously and reserve judgment until Mr. West is able to present his case involving the bidding of that contract is for the first time addressed with the appropriate authorities. When done, Mr. West is confident that the allegations will be viewed in an entirely different context. Most importantly, the allegations in that case have absolutely no bearing on West Construction, Inc.'s bid.

West Construction, Inc. values its relationship with the Village of Palmetto Bay and is available to meet and further discuss this matter.

Respectfully,

Matthew F. West
Principal/President

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 19th day of March, 2026, before me the undersigned Notary Public of the State of Florida, personally appeared Matthew F. West and whose name is subscribed to within the instrument, and acknowledges its execution.

NOTARY PUBLIC, STATE OF FLORIDA

Racquel J. Barrett
NAME OF NOTARY

NOTARY PUBLIC

SEAL OF OFFICE:

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 2027

Personally known to me

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

WEST, MATTHEW FIELDEN

WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CGC1516626

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2024

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.

State of Florida
Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 14, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of April, 2025

Secretary of State

Tracking Number: 6943810924CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS 1677

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
WEST CONSTRUCTION, INC.

Filing Information

Document Number	555487
FEI/EIN Number	59-1809068
Date Filed	12/16/1977
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/30/1983

Principal Address

820 NORTH 4TH STREET
LANTANA, FL 33462-1710

Changed: 05/01/2017

Mailing Address

820 NORTH 4TH STREET
LANTANA, FL 33462-1710

Changed: 05/01/2017

Registered Agent Name & Address

West, Matthew
820 NORTH 4TH STREET
LANTANA, FL 33462-1710

Name Changed: 09/07/2023

Address Changed: 05/01/2017

Officer/Director Detail

Name & Address

Title PTD

West, Matthew F
820 NORTH 4TH STREET
LANTANA, FL 33462

Title VP

WEST, MATTHEW F
820 NORTH 4TH STREET
LANTANA, FL 33462

Title TREASURER, SEC

FONTOURA, TAIS
820 NORTH 4TH STREET
LANTANA, FL 33462-1710

Annual Reports

Report Year	Filed Date
2023	01/21/2023
2024	04/30/2024
2025	04/14/2025

Document Images

04/14/2025 -- ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
09/07/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/27/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/14/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
01/10/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- Reg. Agent Change	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
02/22/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/24/2014 -- ANNUAL REPORT	View image in PDF format
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03/12/1999 -- ANNUAL REPORT	View image in PDF format
02/16/1998 -- ANNUAL REPORT	View image in PDF format
03/11/1997 -- ANNUAL REPORT	View image in PDF format
04/05/1996 -- ANNUAL REPORT	View image in PDF format
04/19/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

LOCAL BUSINESS TAX RECEIPTS

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
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B25.671382 08/26/2025	$369.60	B40113564

This document is valid only when receipted by the Tax Collector's Office.

WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA FL 33462

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911377
EXPIRES: 09/30/2026

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.

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
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B25.671381 08/26/2025	$27.50	B40113565

This document is valid only when receipted by the Tax Collector's Office.

WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA FL 33462-1710

2 - 48

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911376
EXPIRES: 09/30/2026

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.

LOCAL BUSINESS TAX RECEIPT

TOWN OF LANTANA, FLORIDA

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:
08/08/2017

EXPIRATION DATE:
09/30/2026

WEST CONSTRUCTION INC.
820 N 4TH ST
LANTANA, FL 33462

BUSINESS LOCATION:
820 N 4TH ST
LANTANA, FL 33462

NAME OF BUSINESS:
WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

BUSINESS TYPE:
OFFICE

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE

Equipment List

Equipment at Book Value ..... $ 2,835,774.

Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/24 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/24 balance sheet .

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
1	1	KUBOTA TRACTOR/BXBLADE	2002	$ 20,055.00	$ -
2	1	KUBOTA KUEL TRACTR	2006	$ 19,935.43	$ -
5	1	Lark Enclosed Trailer	2008	$ 2,890.18	$ -
6	1	TRACTOR L5240	2009	$ 23,026.50	$ -
8	1	Con #1 - 20' Container	2010	$ 1,886.12	$ -
9	1	Con #2 - 20' Container	2010	$ 1,783.88	$ -
10	1	Kubota KX41-3VR1	2010	$ 19,858.34	$ -
11	1	Con #3 - 20' Container	2010	$ 1,753.24	$ -
12	1	Con #4 - 20' Container	2010	$ 1,716.14	$ -
13	1	Con #5 - 20' Container	2010	$ 1,787.16	$ -
14	1	Chas #1 - Chassi for Container	2010	$ 3,075.00	$ -
15	1	Chas #2 - Chassi for Container	2010	$ 3,075.00	$ -
16	1	CONTAINER #6	2011	$ 1,786.10	$ -
17	1	CONTAINER #7	2011	$ 2,304.44	$ -
18	1	CONTAINER #8	2011	$ 2,236.85	$ -
19	1	CONTAINER #9	2011	$ 2,236.85	$ -
20	1	EQUIP TRAILER - 7' X 20'	2011	$ 3,749.28	$ -
21		KENT CONCRETE BREAKER	2011	$ 3,853.10	$ -
22	1	CON #10 - CONTAINER #10	2011	$ 2,342.60	$ -
23	1	BOBCAT MOUNT AUGER	2011	$ 1,515.80	$ -
24	1	CHAS #3 - 40' Chassi for Container	2012	$ 4,391.40	$ -
25	1	Tiller Rotor Attachment	2012	$ 1,703.99	$ -
26	1	2005 JLG 21ft Scissor Lift	2005	$ 4,128.70	$ -
27	1	53' Container Chassi	2013	$ 2,500.00	$ -
28	1	2014 Big Tex - Trailer	2014	$ 6,617.43	$ -
29	1	2014 Equipment Trailer 7x20	2014	$ 3,860.56	$ -
30	1	Kubota Wheel Loader w/Canopy-SN 21684	2015	$ 55,633.65	$ -
31	1	Case 1085C Rubber Tired Hydraulic Excavator	2015	$ 11,660.00	$ -
32	1	2001 John Deere Wheel Loader	2001	$ 54,219.00	$ -
33	1	2008 Mertz Stand-up Trencher	2008	$ 3,031.60	$ -
34	1	2013 Ford F-150 (DEW)	2013	$ 25,672.54	$ -
35	1	2016 Pace American Trailer	2016	$ 5,227.02	$ -
36	1	2013 Bobcat 324 Excavator SN-2632	2013	$ 22,000.00	$ -
37	1	Ditch Witch Trencher	2015	$ 12,190.00	$ -
38	1	2003 Skid Steer 60XT	2003	$ 5,130.40	$ -
39	1	2008 Telescoping Boom Lift DSL	2008	$ 22,472.00	$ -
41	1	2011 Terex PT50 Loader	2011	$ 18,524.75	$ -
42	1	2008 Ford F-450 Truck	2008	$ 10,252.15	$ -
43	1	2011 JCB 8014 Mini Excavator	2011	$ 7,657.25	$ -
44	1	2015 Econoline Equipment Trailer	2015	$ 7,447.27	$ -
45	1	2003 Gradall X3100	2003	$ 33,149.38	$ -
46	1	2006 Bomag Roller	2006	$ 6,543.38	$ -
47	1	Dell PowerEdge T330 Server	2016	$ 9,860.02	$ -
48	1	Bobcat Compact Track Loader	2016	$ 25,061.58	$ -
49	1	Topcon Hiper V Base & Rover	2016	$ 30,903.24	$ -
50	1	2006 Ford F-350	2006	$ 11,180.00	$ -
51	1	Truck - Off Lease Only	2016	$ 24,652.11	$ -
52	1	Engine for Ford F-450	2017	$ 12,095.10	$ -
53	1	Sage Estimating Software	2017	$ 7,147.50	$ -
54	1	2014 Ford F-150 #6213	2014	$ 29,387.92	$ -
55	1	2017 Ford Super Duty - White	2017	$ 35,376.72	$ -
56	1	2017 Ford Super Duty - White	2017	$ 39,675.02	$ -
57	1	2013 John Deere XUV 550 S4	2013	$ 6,027.12	$ -
58	1	2000 Sterling Dump Truck	2000	$ 31,892.80	$ -
59	1	2011 Int Dump Truck Maxx Force	2011	$ 23,764.55	$ -
60	1	2006 Case Wheel Loader	2006	$ 22,951.50	$ -
61	1	2007 Genie GTH644 6000LB	2007	$ 26,675.37	$ -
62	1	2007 Takeuchi TL130 2 SPD	2007	$ 16,351.25	$ -
63	1	2012 Volvo BL60B Loader Backhoe	2012	$ 29,392.25	$ -
64	1	2010 Terex TL 100 Wheel Loader	2010	$ 29,935.62	$ -
65	1	1999 Kubota R520 Wheel Loader	1999	$ 17,438.00	$ -

Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/24 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/24 balance sheet .

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
66	1	2007 Putzmeister TK30 4in	2007	$ 17,438.00	$ -
67	1	2013 Forklift 5000lb - Heli	2013	$ 13,724.00	$ -
68	1	GT-503/PSBWT Robotic TTL STN	2017	$ 28,887.19	$ -
71	1	Volvo 66" Single Drum Roller	2018	$ 44,520.00	$ -
72	1	Cat D5K2-KY203669 New 2/2/18	2018	$ 206,811.32	$ -
73	1	Rotoscreen R450 S/N 97204	2018	$ 47,500.00	$ -
74	1	Scissor Lift Elec 19'	2018	$ 14,092.00	$ -
76	1	2017 F150 GRY1FTEWETDHKD10867	2017	$ 32,479.47	$ -
77	1	2004 F350 TRK-1FDWW37S94EC86811	2004	$ 16,329.10	$ -
78	1	2008 F250 TRK 1FTSW21R68EA49069	2008	$ 22,376.12	$ -
79	1	2011 Water Truck - Ford 200 Gal	2011	$ 42,450.00	$ -
80	1	Bobcat Compact Excavator E35i	2018	$ 36,995.53	$ -
81	1	Bobcat Track Loader T650 T4	2018	$ 56,505.11	$ -
82	1	T650 T4 Bobcat Track Loader	2018	$ 56,505.11	$ -
83	1	Bobcat 73" Vibratory Roller	2018	$ 10,994.25	$ -
84	1	MI 86" Angle Broom (Bocat)	2018	$ 4,333.50	$ -
85	1	Trimble Equip Pkg From Sitech	2018	$ 74,631.60	$ -
86	1	2015 John Deere 8000 E Cut	2015	$ 8,400.00	$ -
87	1	JLG 600AJ Manlift	2019	$ 15,301.00	$ -
88	1	Case 850k Tractor	2019	$ 41,195.00	$ -
89	1	Cat 302.5 Mini Excavator	2019	$ 17,066.50	$ -
90	1	Kubota M4700 Util Tractor	2019	$ 4,649.15	$ -
91	1	2013 Sweeper Side On	2013	$ 15,950.00	$ -
92	1	Sitech South Survey Equipment	2019	$ 29,717.28	$ -
93	1	2011 Kenworth 8600 Tractor	2011	$ 21,567.64	$ -
94	1	Freightliner and Trailer	2019	$ 45,000.00	$ -
95	1	Broward Office Bldg	2020	$ 76,503.75	$ 66,859.06
96	1	Topcon FT 500 Robotic	2020	$ 24,764.81	$ 825.50
97	1	2019 John Deere 444 K Loader	2019	$ 124,658.10	$ 10,388.17
98	1	2019 Cat 325 F Excavator	2019	$ 231,673.08	$ 27,028.51
99	1	2020 Big Tex Trailer	2020	$ 8,793.44	$ 1,025.89
100	1	2020 Mack Dump Truck 64BR	2020	$ 211,412.16	$ 28,188.30
101	1	2013 Sky Trak Reach Lift 6000	2013	$ 36,378.66	$ 7,275.74
102	1	1985 Pettibone Telehandler	1985	$ 13,500.00	$ 4,050.00
103	1	2020 Kubota R540R41	2020	$ 65,545.41	$ 20,756.05
104	1	IV2 Tablet Sewer Camera System	2021	$ 9,097.74	$ 2,880.94
105	1	Whiteman WBH-21 Poly Tub Buggy	2021	$ 11,040.00	$ 3,680.00
106	1	2017 Kubota R630 Loader	2017	$ 35,000.00	$ 14,000.00
107	1	2017 Trailer for Kubota	2017	$ 5,000.00	$ 2,000.00
108	1	2019 Hitachi 26U Mini Excavator	2019	$ 27,000.00	$ 10,800.00
109	1	1999 JLG 80' Boom Lift	1999	$ 26,750.00	$ 12,483.33
110	1	2011 International Vac Truck	2011	$ 114,106.00	$ 53,249.47
111	1	2016 RT 20 Ditch Winch Trencher	2016	$ 10,700.00	$ 5,171.67
112	1	2017 Chevy Equinox LT	2017	$ 13,490.00	$ 6,520.17
113	1	2022 Ford F-250 (West ID PK 27)	2022	$ 61,804.40	$ 33,992.42
114	1	2021 Ford F-250 (West ID Pk 26)	2021	$ 74,310.20	$ 40,870.61
115	1	2022 Trimble SX 12 Scanning Station	2022	$ 71,949.49	$ 41,970.53
116		2020 Ford F-350 (PK29)	2020	$ 40,000.00	$ 24,666.67
117		Trimble X7 Kit - Survey Equip	2023	$ 49,388.80	$ 30,456.43
118		2017 Grand Design RV	2017	$ 24,711.00	$ 15,238.45
119		2015 SPRP RV	2015	$ 14,000.00	$ 8,866.67
120		2018 Prowler RV	2018	$ 21,000.00	$ 13,650.00
121		2022 Kubota KX080 Excavator with Cab & Thumb	2022	$ 134,976.68	$ 92,234.06
122		2016 HINO-TK	2016	$ 28,000.00	$ 18,200.00
123		2016 Passport RV	2016	$ 18,006.00	$ 12,304.10
124		2023 Fuel Management System with Tanks	2023	$ 36,604.06	$ 28,063.11
125		2023 Ford F 350 PK30	2023	$ 62,598.74	$ 47,992.37
126		2023 Kubota SVL97-2C - Rubber Track Loader	2023	$ 83,500.64	$ 66,800.51
127		2023 Kubota SVL75 - Rubber Track Loader Skid	2023	$ 69,430.37	$ 55,544.30
128		2023 Kubota SSV75PHFC - Skid Steer	2023	$ 65,233.06	$ 52,186.45

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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, RELATED TO STREET CO-DESIGNATION, CO-DESIGNATING SW 78TH COURT, BETWEEN SW 166TH STREET AND SW 168TH STREET AS "CHABAD WAY" IN THE VILLAGE OF PALMETTO BAY IN HONOR OF THE CHABAD OF PALMETTO BAY AND DEERING BAY; PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Chabad Way

RESOLUTION NO. 2026-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STREET CO-DESIGNATION, CO-DESIGNATING SW 78TH COURT, BETWEEN SW 166TH STREET AND SW 168TH STREET AS "CHABAD WAY" IN THE VILLAGE OF PALMETTO BAY IN HONOR OF THE CHABAD OF PALMETTO BAY AND DEERING BAY; PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, Village Code (Chapter 21, Article II, Sec. 21-52), allows for the co-designation of roads, streets and public ways within Village boundaries for organizations or individuals that have "made a significant contribution to the community, thereby furthering the Village's good name and image", and further stating that, "the contribution may demonstrate achievement through volunteerism, leadership, public service, and/or other services considered extraordinary or long term in nature"; and

WHEREAS, the Chabad of Palmetto Bay and Deering Bay has served the residents of the Village of Palmetto Bay by fostering Jewish life, education, outreach, and community engagement; and

WHEREAS, through religious services, educational programming, holiday celebrations, youth initiatives, and charitable activities, the Chabad of Palmetto Bay and Deering Bay have strengthened the spiritual and social fabric of the community; and

WHEREAS, the Mayor and Village Council recognize the organization's meaningful contributions and positive impact within the Village; and

WHEREAS, the co-designation of a street is intended solely for honorary and ceremonial purposes and shall not change the official street name or address designation; and

WHEREAS, the Mayor and Village Council desire to honor the Chabad of Palmetto Bay and Deering Bay by co-designating SW 78th

Court, between SW 166th Street and SW 168th Street, as “Chabad Way”; and

WHEREAS, the Mayor and Village Council desire to permanently honor the Chabad of Palmetto Bay and Deering Bay for strengthening the social fabric of the community; 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. Street Co-Designation. The Mayor and Village Council approve the co-designation of the portion of **SW 78TH COURT, BETWEEN SW 166TH STREET AND SW 168TH STREET AS "CHABAD WAY"**, pursuant to Village Code (Chapter 21, Article II, Sec. 21-52).

Section 2. Signage. The Village Manager is authorized to spend an amount not to exceed $500.00 to purchase and install the required signage to commemorate the street co-designation as well as initiate a street naming ceremony for the inauguration of the signage. This co-designation is honorary in nature and shall not affect the official street name, mailing addresses, property records, or emergency response designations.

Section 3. Intent. The co-designation authorized by this Resolution is intended to recognize and honor the lasting contributions of the Chabad of Palmetto Bay and Deering Bay.

Section 4. Notice Requirements. The Village Clerk is hereby directed to comply with the provisions set forth in the Village Code (Chapter 21, Article II, Section 21-52) and to fulfill all applicable public notice requirements, including notifying Miami-Dade County and the United States Postal Service of the street co-designation in the Village of Palmetto Bay.”

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and **ADOPTED** this ____ day of March 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:

Mayor Karyn Cunningham ___

Vice Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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, ESTABLISHING THE "PALMETTO BAY CONNECTION" COMMUNITY SKILL-SHARING VOLUNTEER PROGRAM; DESIGNATING THE CORAL REEF PARK RECREATION BUILDING AS A VENUE; REAFFIRMING THE VILLAGE'S COMMITMENT TO LIFELONG LEARNING AND ITS AGE-FRIENDLY INITIATIVE; PROVIDING FOR A PILOT PROGRAM, IMPLEMENTATION, AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Palmetto Bay Connection

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, ESTABLISHING THE "PALMETTO BAY CONNECTION" COMMUNITY SKILL-SHARING VOLUNTEER PROGRAM; DESIGNATING THE CORAL REEF PARK RECREATION BUILDING AS A VENUE; REAFFIRMING THE VILLAGE'S COMMITMENT TO LIFELONG LEARNING AND ITS AGE-FRIENDLY INITIATIVE; PROVIDING FOR A PILOT PROGRAM, IMPLEMENTATION, AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village of Palmetto Bay seeks to enhance community engagement, civic participation, and mutual support among residents; and,

WHEREAS, residents of the Village possess a wide range of professional, cultural, and practical skills that may benefit the broader community; and,

WHEREAS, the establishment of a volunteer-based skill-sharing program provides educational and enrichment opportunities at no additional cost to the Village; and

WHEREAS, the Coral Reef Park Recreation Building provides an appropriate and accessible venue for community-based programming; and,

WHEREAS, the "Palmetto Bay Connection" program will strengthen community bonds by enabling residents to share knowledge and learn from one another; and,

WHEREAS, the Village of Palmetto Bay supports lifelong learning opportunities for residents of all ages; and,

WHEREAS, this initiative aligns with the Village's Age-Friendly Initiative established in 2021.

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

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

Section 2. Establishment of the Program. The Village hereby establishes the "Palmetto Bay Connection" Community Skill-Sharing Volunteer Program to facilitate resident-led educational classes, workshops, and related activities.

Section 3. Pilot Program. The program shall initially be implemented on a pilot basis, with scope and duration to be determined by the Village Manager or designee.

Section 4. Use of Facilities. The Coral Reef Park Recreation Building is designated as a venue for program activities, subject to availability and scheduling in accordance with Village policies.

Section 5. Administration and Implementation. The Village Manager or designee is authorized to provide limited administrative coordination for the program, including scheduling and use of existing communication platforms, only to the extent that such activities do not materially impact staff workload or require additional resources.

Section 6. Volunteer-Led Structure. The program is intended to be resident-driven and volunteer-led, with participants responsible for organizing and conducting instructional activities, subject to general Village guidelines.

Section 7. Reporting. The Village Manager or designee shall provide a brief report to the Village Council within six (6) months of program implementation, summarizing participation levels, program offerings, and recommendations for continuation or expansion.

Section 8. Fiscal Impact. This program is intended to operate without additional budget allocation and shall utilize existing resources.

PASSED and **ADOPTED** this 6th day of April, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
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.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 6, 2026
SUBMITTED BY:	Alessia Bencomo, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE VILLAGE WIDE MULTI-MODAL TRANSPORTATION MASTER PLAN DEVELOPED BY MARLIN ENGINEERING, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED PLAN TO RELEVANT AGENCIES AND TO TAKE ALL NECESSARY STEPS TO SUPPORT IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso - Marlin.docx
Exhibit A - PB Survey Response Summary 20250702.pdf
Exhibit B - PB Community Feedback 20250701.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE VILLAGE-WIDE MULTI-MODAL TRANSPORTATION MASTER PLAN DEVELOPED BY MARLIN ENGINEERING, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED PLAN TO RELEVANT AGENCIES AND TO TAKE ALL NECESSARY STEPS TO SUPPORT IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

WHEREAS, the Village recognizes the importance of a safe, efficient, and connected transportation network that supports all modes of travel, including walking, bicycling, transit, and motor vehicles; and

WHEREAS, the Village initiated the development of a Village-Wide Multi-Modal Transportation Master Plan to guide long-term mobility planning, improve transportation safety, and enhance connectivity throughout the community; and

WHEREAS, Marlin Engineering, Inc., a qualified transportation planning and engineering consultant, was retained by the Village to prepare the Multi-Modal Transportation Master Plan in coordination with Village staff, stakeholders, and community input; and

WHEREAS, the completed Master Plan provides data-driven analysis, identifies mobility needs, and recommends strategies and capital improvements to support a balanced, multi-modal transportation system; and

WHEREAS, the Village Council finds that the Master Plan aligns with the Village's mobility goals, supports future grant opportunities, and provides a framework for prioritizing transportation investments; and

WHEREAS, the Village Council desires to formally approve and concur with the Village-Wide Multi-Modal Transportation Master Plan as developed by Marlin Engineering, Inc.; and

WHEREAS, the Village Council finds that approval of, and concurrence with, the Village-Wide Multi-Modal Transportation Master Plan as developed by Marlin Engineering, Inc. 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. The above recitals are incorporated as if set forth in full.

Section 2. The Village Council hereby approves and concurs with the Village-Wide Multi Modal Transportation Master Plan developed by Marlin Engineering, Inc.

Section 3. The Village Manager is authorized to transmit the approved Master Plan to relevant agencies, pursue applicable funding opportunities, and take all necessary actions to support implementation of the Plan's recommendations.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April 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 _____

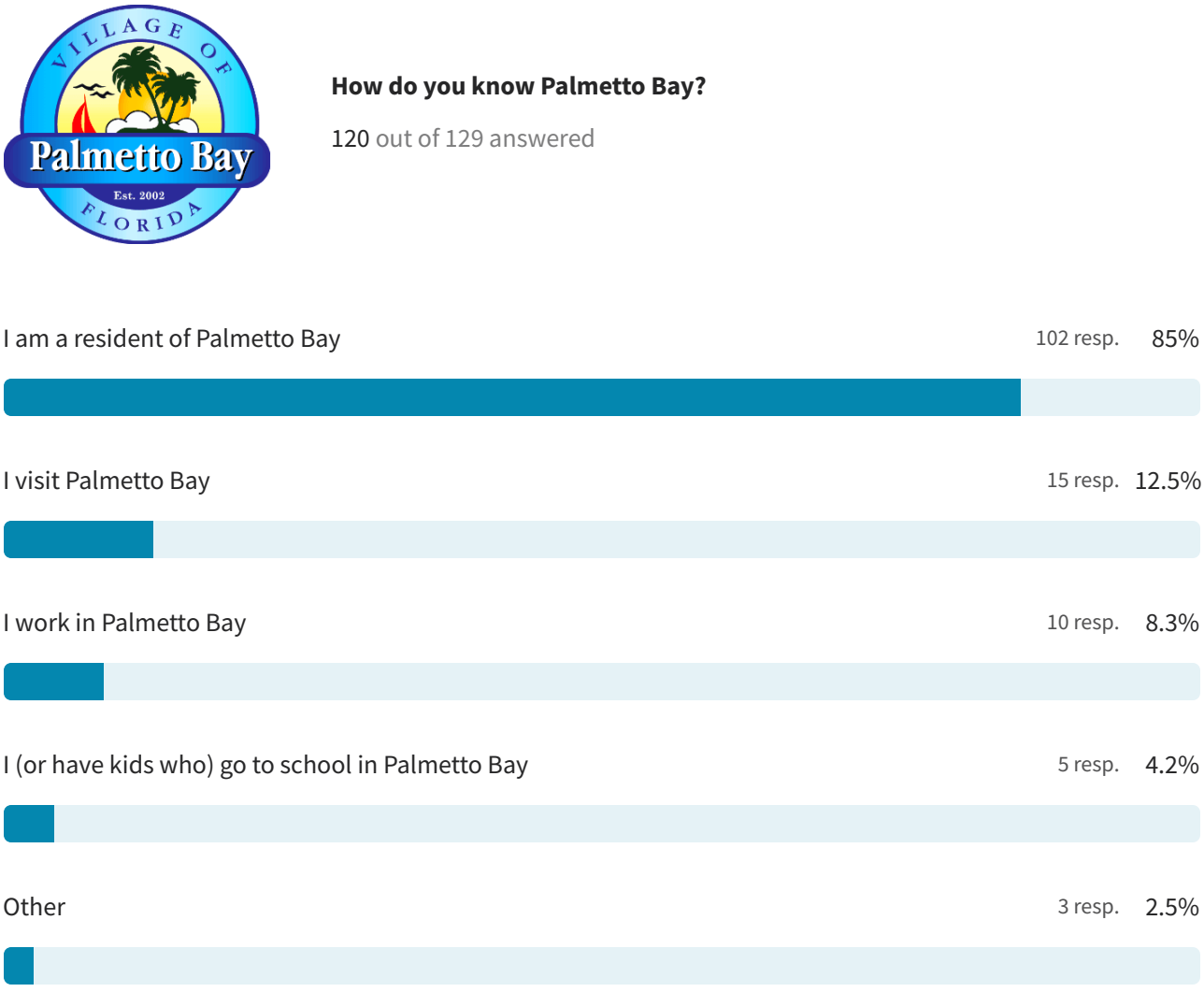
Mayor Karyn Cunningham _____

My new form

129 responses

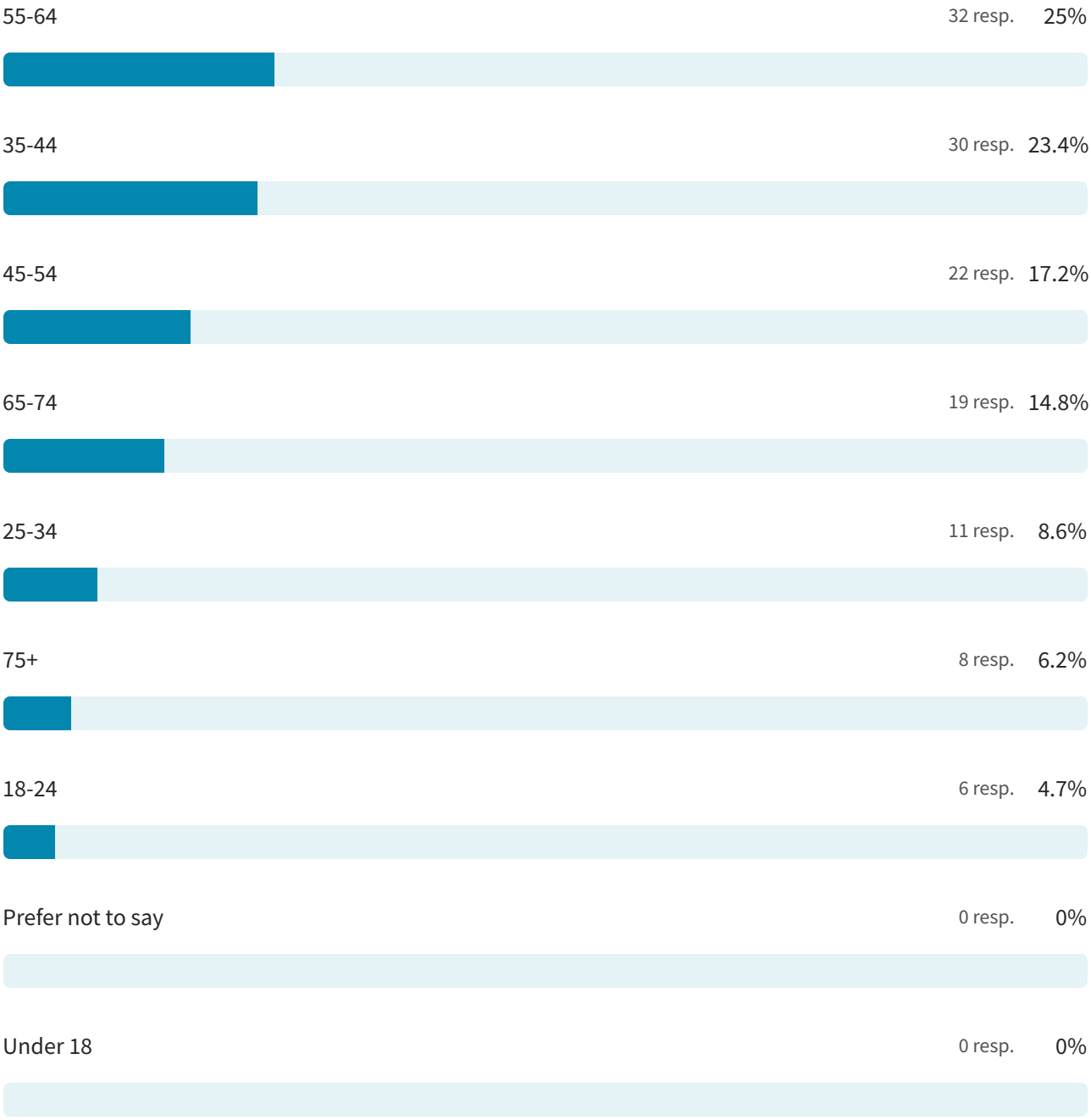
How do you know Palmetto Bay?

120 out of 129 answered



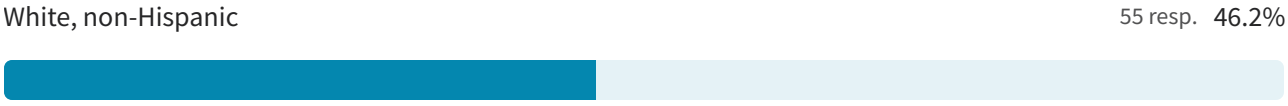
What is your age?

128 out of 129 answered

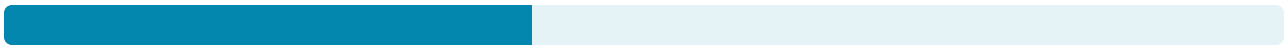


What is your race/ethnicity?

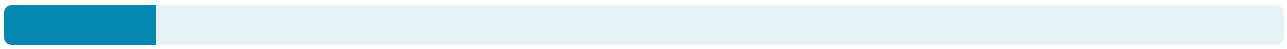
119 out of 129 answered



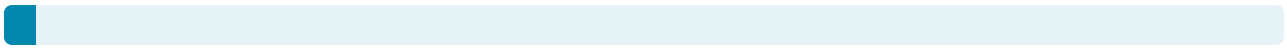
Hispanic or Latino 49 resp. 41.2%



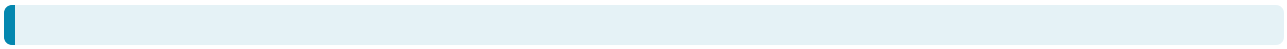
Prefer not to say 14 resp. 11.8%



Asian-American 3 resp. 2.5%

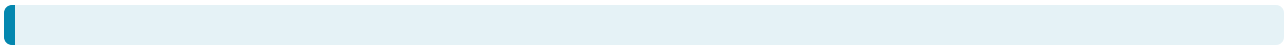


Black or African American 1 resp. 0.8%



Native American 0 resp. 0%

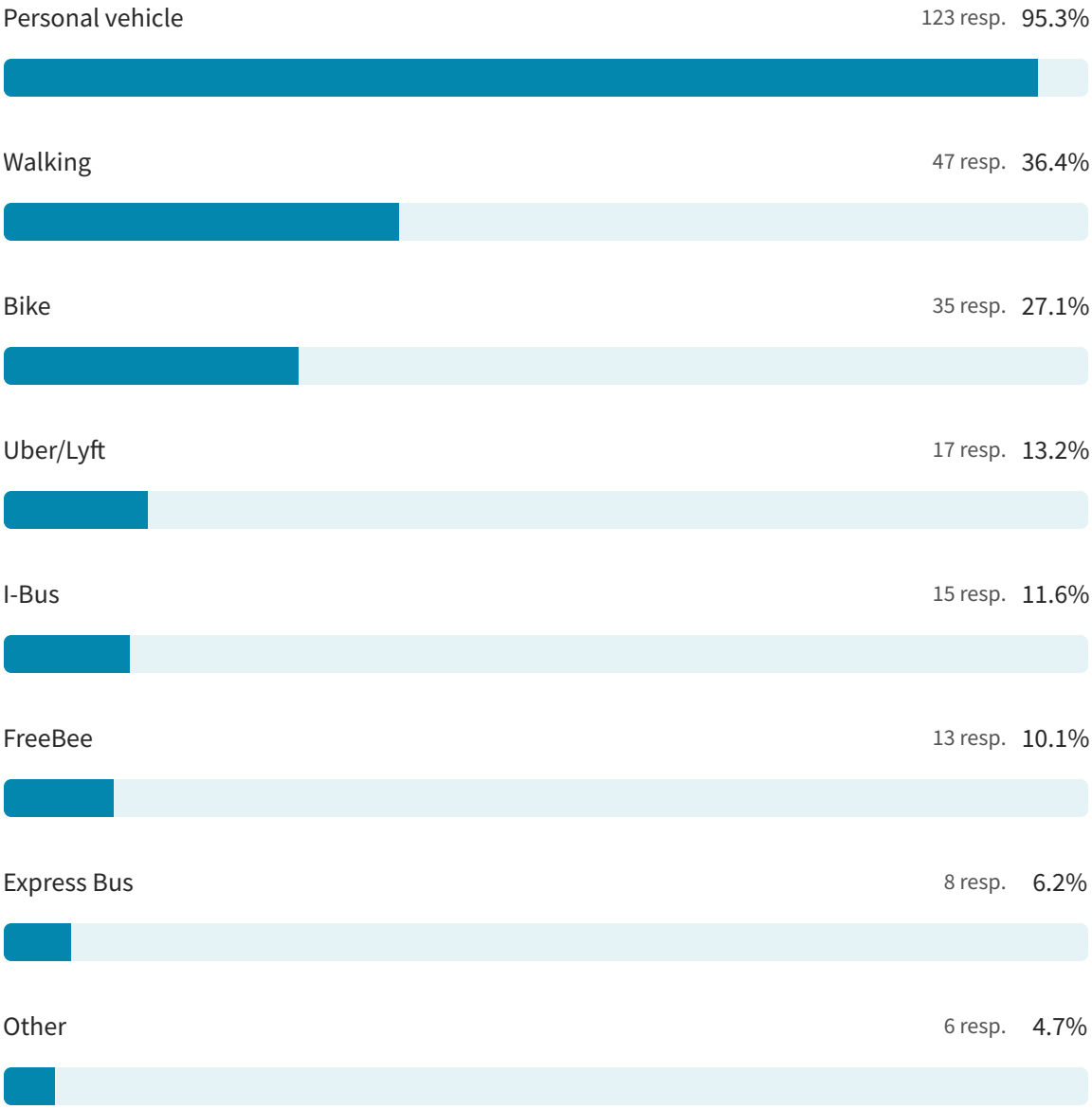
Other 1 resp. 0.8%



Cuban American

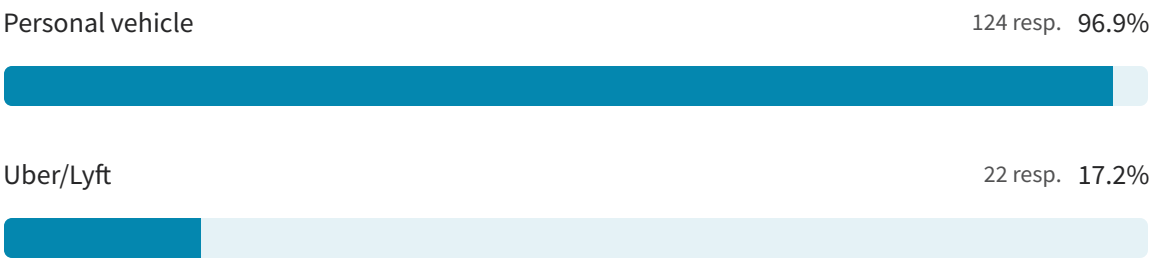
How do you typically travel *within* Palmetto Bay?

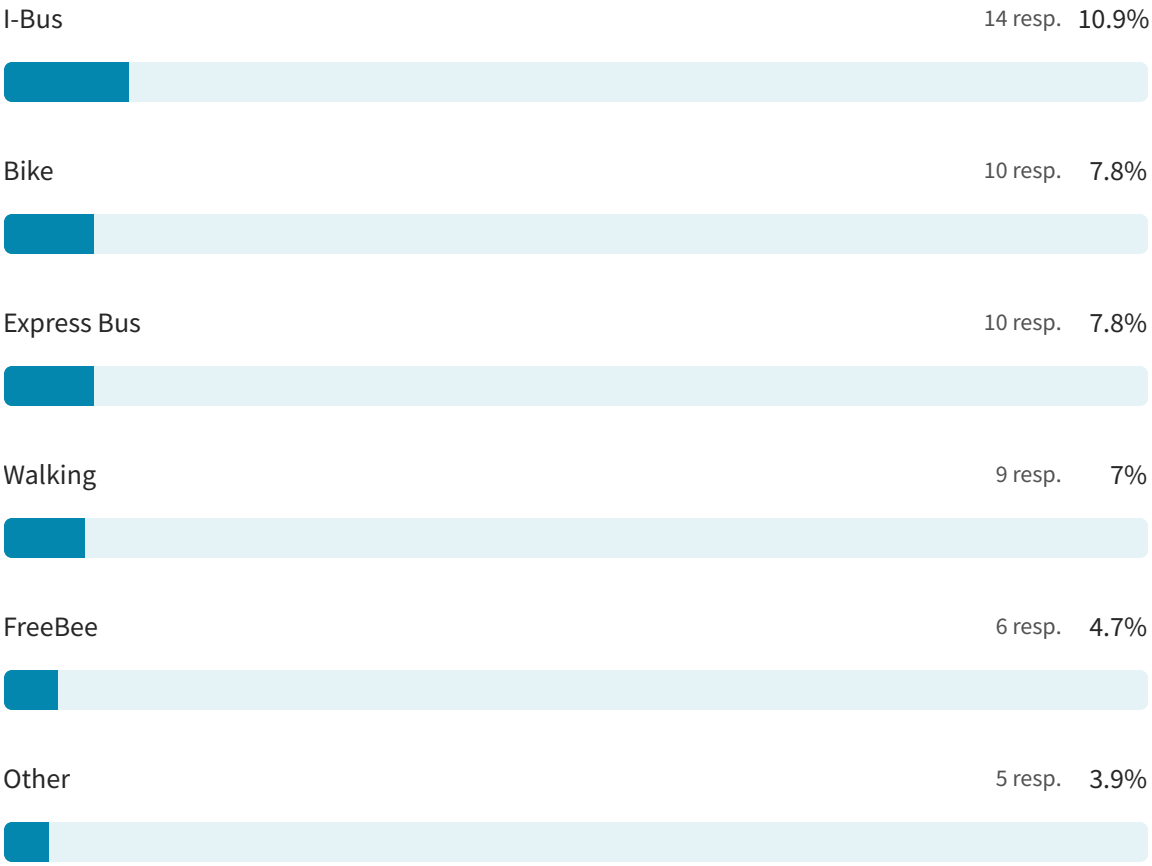
129 out of 129 answered



How do you typically travel *out of* Palmetto Bay?

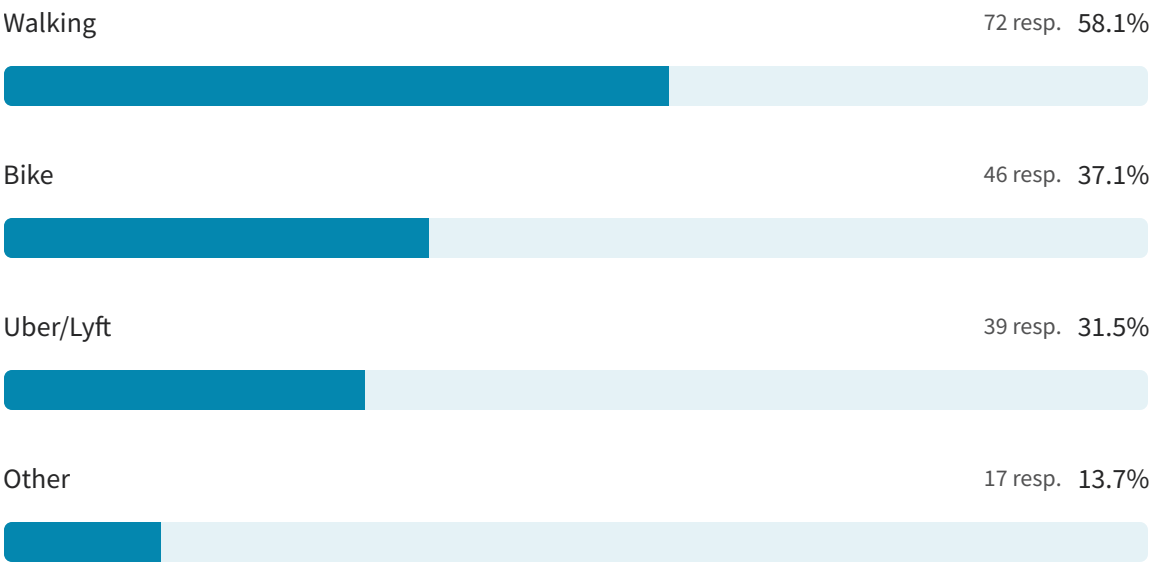
128 out of 129 answered





What modes of transportation do you primarily use *other* than your personal vehicle?

124 out of 129 answered



I-Bus 15 resp. 12.1%

Express Bus 14 resp. 11.3%

FreeBee 13 resp. 10.5%

Are there any school-aged children in your household?

129 out of 129 answered

No 79 resp. 61.2%

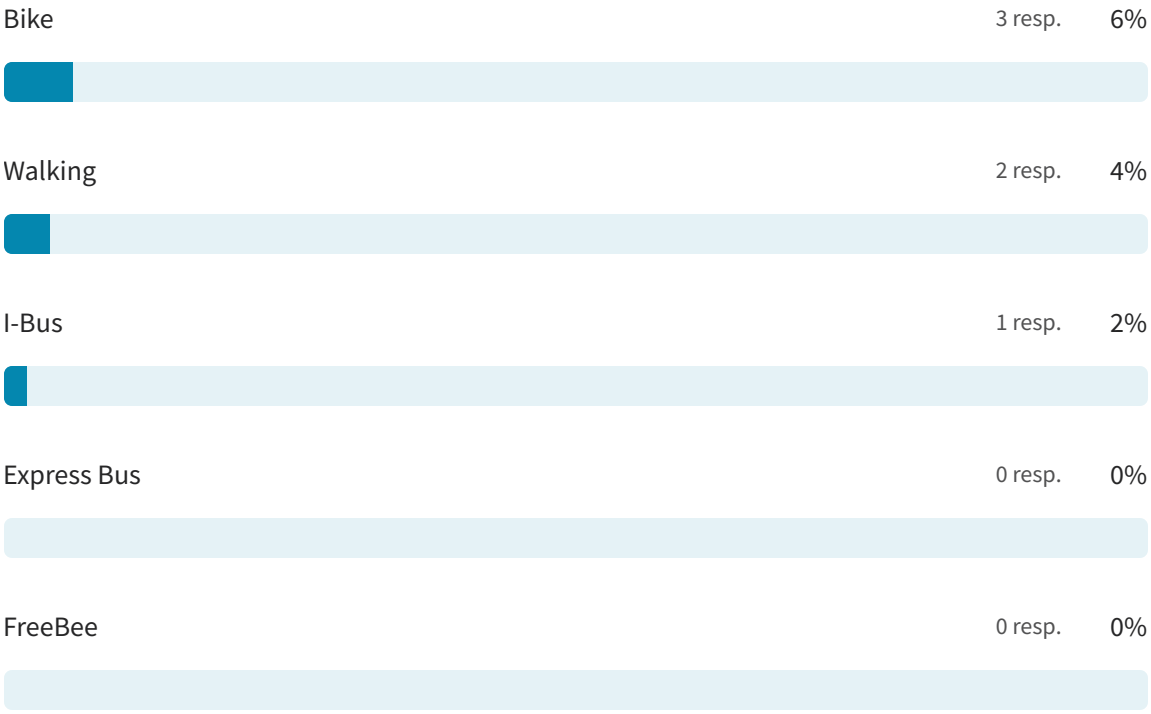
Yes 50 resp. 38.8%

How do they get to school?

50 out of 129 answered

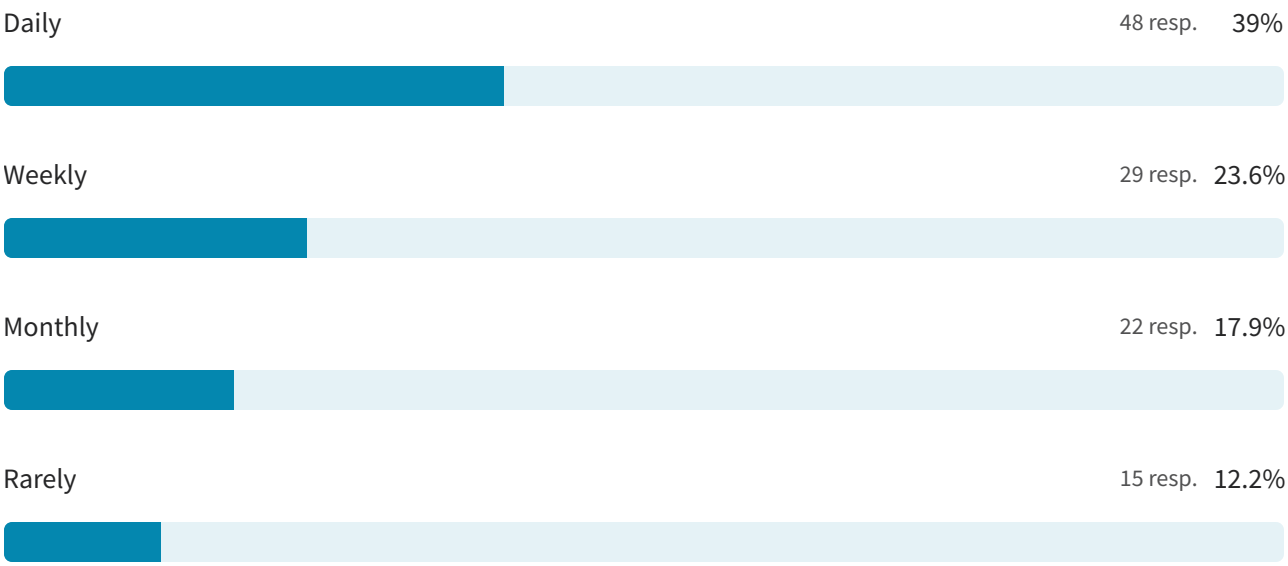
Personal vehicle 48 resp. 96%

Carpool 5 resp. 10%



How frequently do you walk or bike around Palmetto Bay?

123 out of 129 answered



Never 9 resp. 7.3%



What are the main reasons you walk or bike around Palmetto Bay?

117 out of 129 answered

Exercise 88 resp. 75.2%

Leisure 68 resp. 58.1%

Transportation 17 resp. 14.5%

Other 9 resp. 7.7%

Where do you most often walk or bike within Palmetto Bay?

120 out of 129 answered

Coral Reef Park 67 resp. 55.8%

Other 52 resp. 43.3%

Old Cutler Road 51 resp. 42.5%

South Dade Trail 11 resp. 9.2%



Where else you walk or bike within Palmetto Bay?

44 out of 129 answered

Old Cutler, Chinese Bridge, around my neighborhood

Coral Reef Park

Coral Reef park, neighborhood and 72 Ave to Deering boat ramp

Neighborhood

Neighborhood

Within my neighborhood

Near my house

bus stop in 168 st and 164 and us1 bus stop

Neighborhood

Palmetto Bay park

Neighborhood

local neighborhood

Coral Reef Park

Deering Estate

Through the neighborhood

Around my neighborhood to walk my dog, bike to Palmetto Bay Park

Old cutler rd

Around my block and neighborhood. Chinese bridge

Palmetto bay park

Neighborhood

On many streets to walk my dog.

184 and 186

Coral reef park

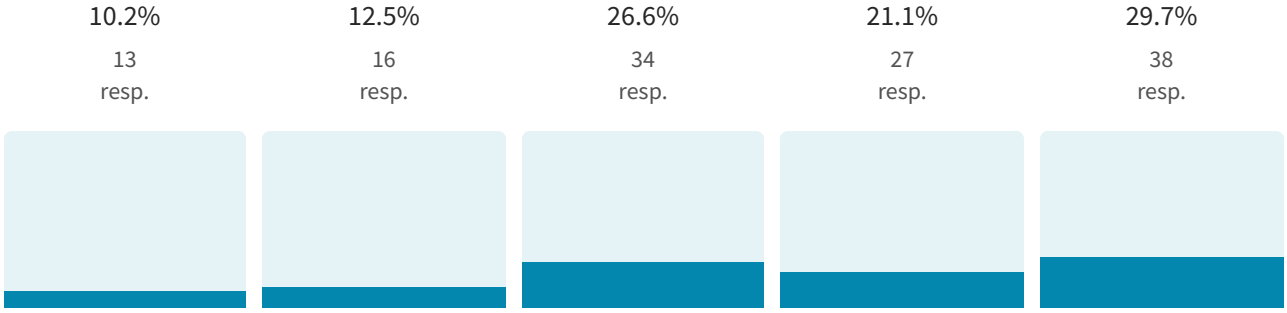
Mangowood

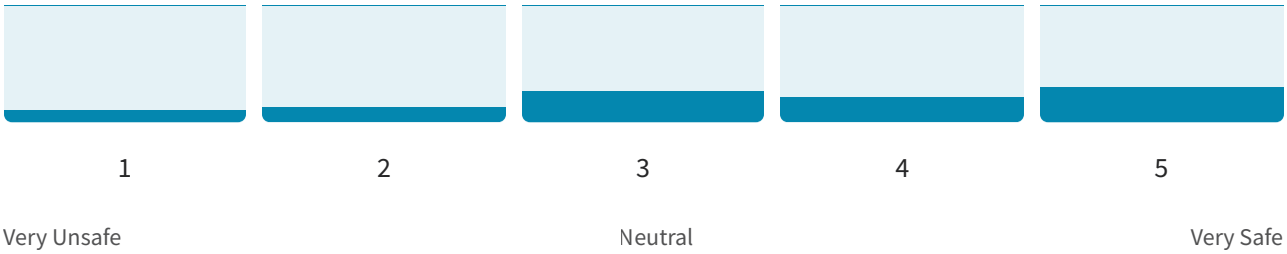
To Publix, Starbucks and Lifetime at the Falls

How safe do you feel when you walk or bike in Palmetto Bay?

128 out of 129 answered

3.5 Average rating

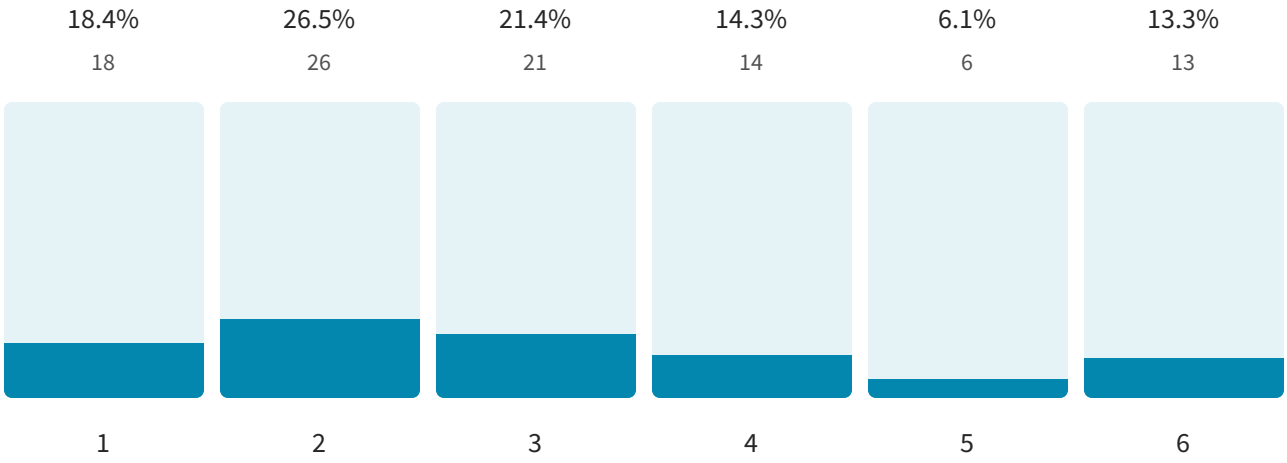




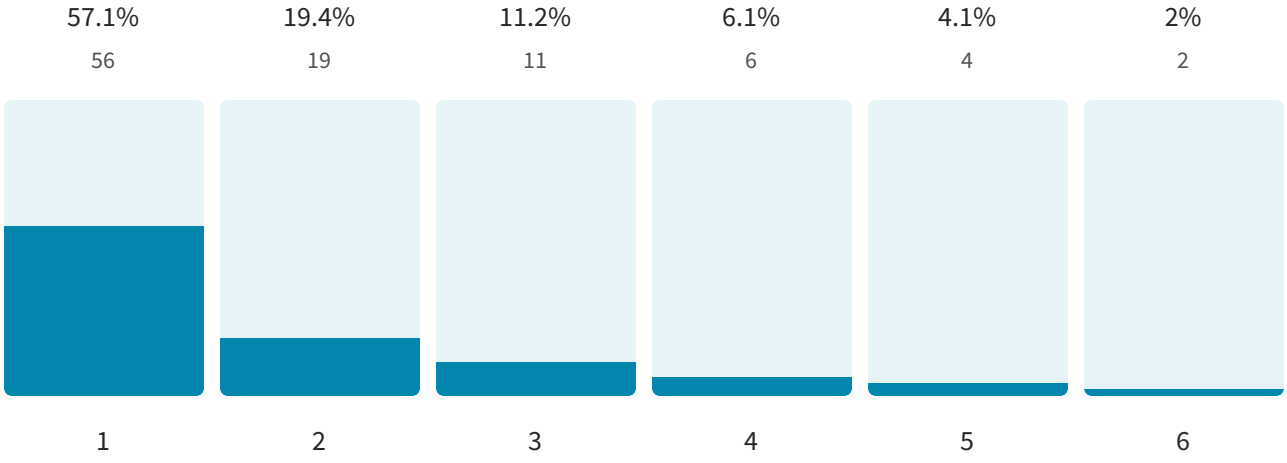
What are the main challenges you face when traveling within Palmetto Bay?

98 out of 129 answered

Limited public transit options



Traffic congestion



Lack of connected bike and pedestrian paths

12.2% 26.5% 29.6% 19.4% 8.2% 4.1%

12 26 29 19 8 4

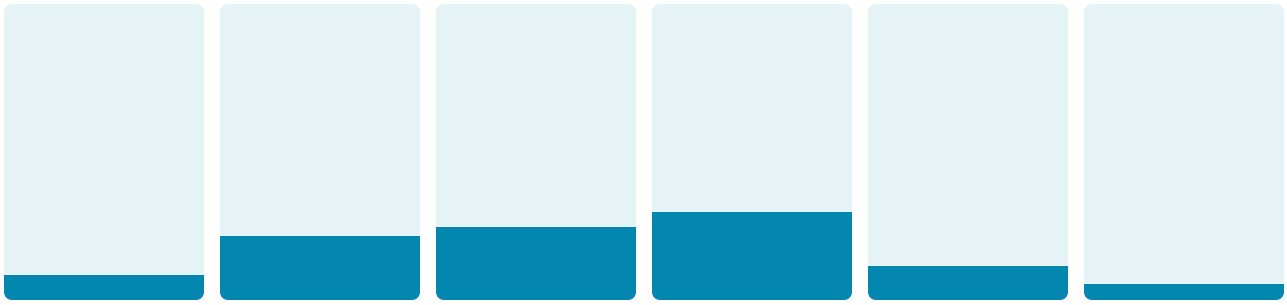


1 2 3 4 5 6

Safety issues

8.2% 21.4% 24.5% 29.6% 11.2% 5.1%

8 21 24 29 11 5



1 2 3 4 5 6

Poor ADA accessibility

2% 3.1% 5.1% 18.4% 43.9% 27.6%

2 3 5 18 43 27



1 2 3 4 5 6

Lack of parking

2% 3.1% 8.2% 12.2% 26.5% 48%

2 3 8 12 26 47





Are there any specific intersections or roads in Palmetto Bay that you find difficult to navigate? Why?

106 out of 129 answered

SW 184 St. - No bike facilities.

The corner of SW 152nd St and 77th Ave. Cars who are making a right or left turn onto 152nd St tend to not stop for pedestrians trying to cross into Coral Reef Park. Additionally, a yield sign for pedestrian would be nice to see on the corner of 157th Terrace and Old Cutler. With the heavy traffic on Old Cutler, at time it is difficult to cross the street and access bike routes along Old Cutler.

cyclists hogging our roads on weekends 3 wide

168 and Old Cutler, traffic here causes a backup all the way to 144 at times.

Old Cutler Road & SW 152nd Street

us1, 168 st , 87 ave, 82 ave, old cutler rd. Too much traffic.

168th Street and Dixie people block it all the time

77th Ave and 136 St - need a traffic light to east west traffic

82 ave and 148th drive -even with the pedestrian walkway people don’t stop soon enough. 87ave and 148 street - constant traffic.

---

coral reef and old cutler. distracted and impatient drivers

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87 ave and 168 / 82 ave and 168

---

173 rd street and old cutler road

SW !52 St & SW 77 Ave

---

152 @ Old Cutler

Old Cutler-traffic

U.S. 1 intersections at 136 and 152 . Red lights east/west are too long

---

Crossing US1 from any of the major intersections

The new bus way, a waste of money and resources, need to improve traffic not public transportation, just a few use them.

Us 1

Sw173st & old cutler road

---

us1 very congested, 168 st and 164 getting much traffic. Also 82, 87 ave, and old Cutler allways bumper to bumper.

Around Mangowood, people are speeding and cutting through. No consideration for walkers to even slow down.

Coral Reef Dr sidewalks are challenging to walk on because of overgrown bushes and trees blocking the sidewalk as well as debris on the sidewalk.

82nd Avenue & 148th Drive. There used to be 4 way stop signs. Now there is a cross walk across 82nd Avenue. NO vehicles stop at the cross walks. They just ignore them. There are also flashing lights in the street. People heed those maybe 50% of the time. I cross 82nd Avenue almost every single day to get to Coral Reef Park, and it is a nightmare. People speed, do not stop for pedestrians. Put back the stop signs or find some solution.

168 st and 87 ave around school hours

Are there any paths or routes in your community that you believe are particularly unsafe or underserved?

84 out of 129 answered

West side of Old Cutler Rd.

Everything feels safe to me. The biggest threat would be cars, especially on the corner of 157th Ter and Old Cutler, which is where I access my bike paths.

87th Ave. Congestion, speeding, cyclists

No major roads that run uninterrupted from north to south, other than Old Cutler

Old Cutler bike path has too many golf carts and too many roots growing through the pavement.

US1 impossible to take going north or south becouse of traffic

no

not sure

North corner 152nd St. and 88th ave. The homeowner has a jungle growing and it is overflowing onto the sidewalk on 152 and 88 ave roadway. Also, there should be cement in front of park benches connected to sidewalks in Coral Reef Park for people in wheelchairs to access.

My street 173 and also 168 street

No

No

No

168 street from US1 to Old Cutler corridor. Transit options end at 87th ave

Malbrook neighborhood. No sidewalks

The new traffic circles, hard to cross them for pedestrians and bicycles

168th street speed. Side streets such as 92 ave drivers blow through stop signs.

Us1

No

US1 and Old Cutler should have more avenues open to move traffic north and south like 77 ave and 72 ave should be open over the canal . Traffic is too much and school time makes it worst and unsafe.

My street, need a speed pump 84th Court and 147

old cutler road

Coral Reef Drive sidewalks; 82nd Avenue sidewalks; 82nd Avenue traffic speed, red light and stop sign runners.

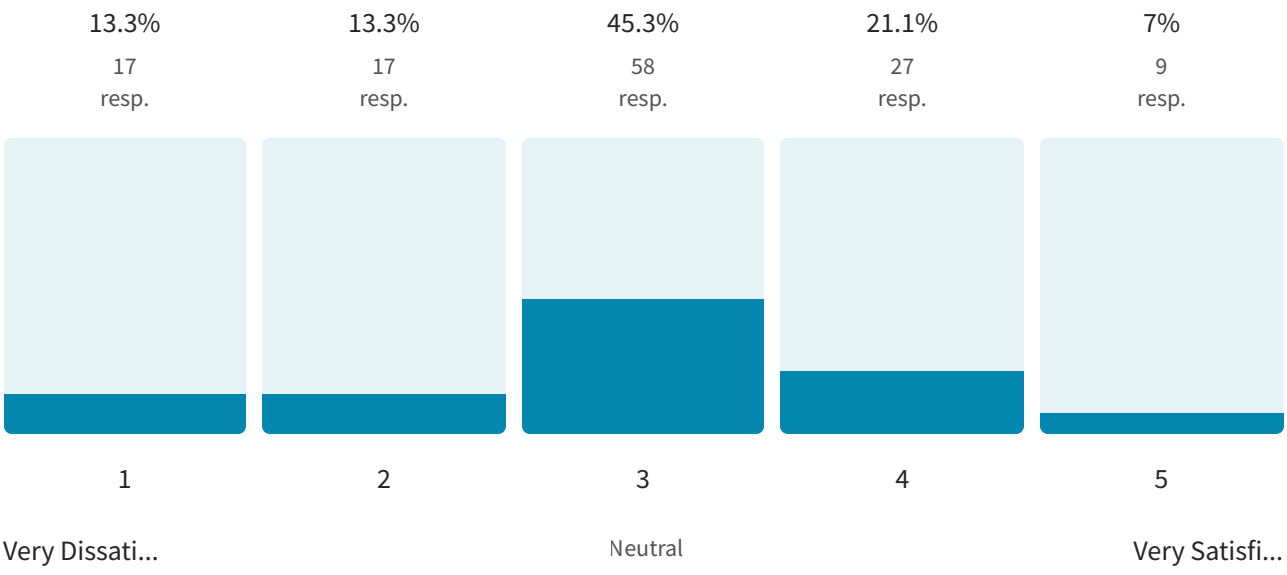
See previous comments.

no

How satisfied are you with your current transportation options in Palmetto Bay?

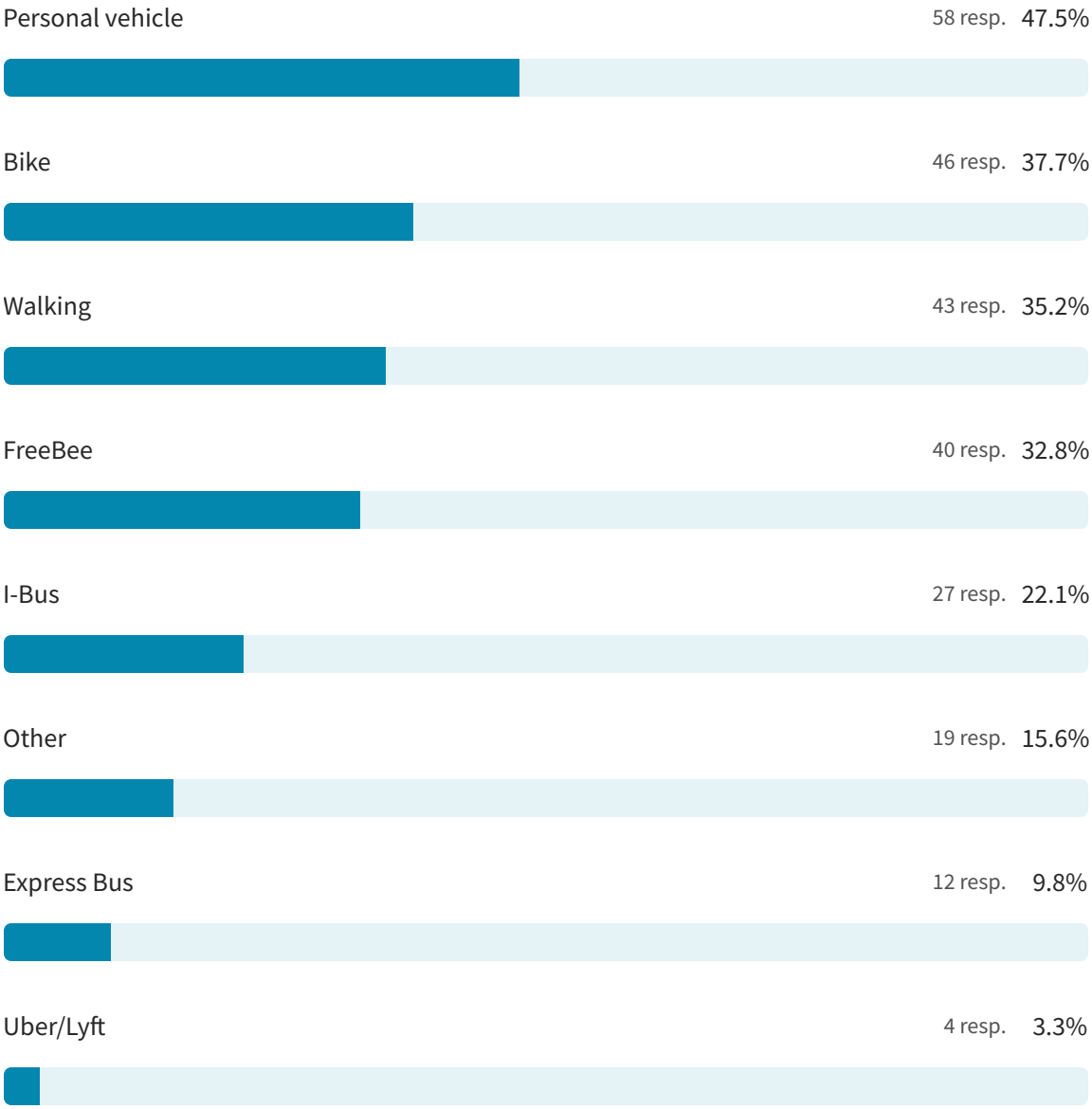
128 out of 129 answered

3.0 Average rating



If you could choose, how would you prefer to travel within Palmetto Bay?

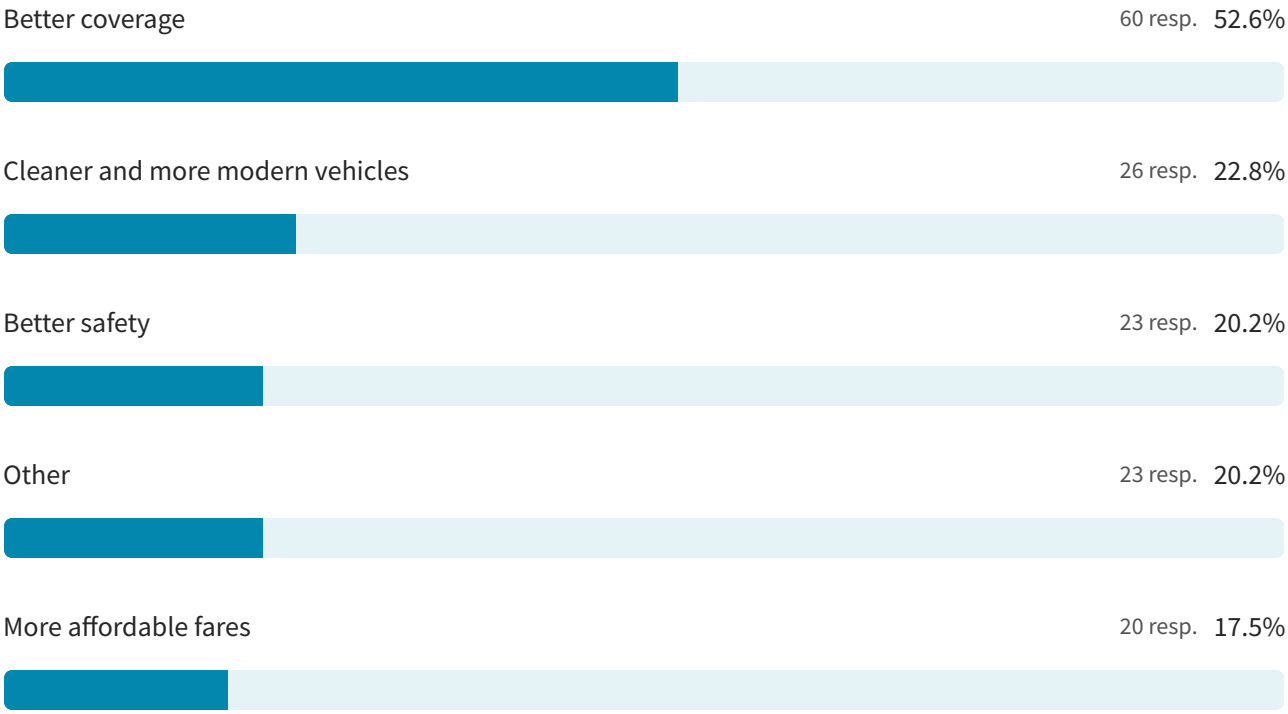
122 out of 129 answered



Would you use public transportation more often if any of the following improvements were made?

114 out of 129 answered





What other improvements could be made to public transportation?

21 out of 129 answered

Need access in east side of Village

cover shelters for bus stop, and ight poles in main streets.

Extend the metro rail South on US1

No need for public transportation way, those intersections are a nightmare to cross them, creating congestions, giving priority to a bus a few ride,

Fix the lights on US1 so traffic can flow correctly. The street lights on the side streets turning onto US1 do not work properly and have been an issue for almost a year now. Palmetto Bay should be on top of

the county to fix this issue. Placing a billboard that says thank you for your patience is not acceptable.

Bus stops should have a stop shelter concept. Main streets should be with light pole for safe streets and neighborhood.

Visible or online info on how the village transportation works (free bee etc). Also why can’t Palmetto Bay and Pinecrest and even cutler bay get together and make routes that go into all these areas ? That would mean I could go to Suniland or Sothland mall or whatever it becomes.

Metro stations in South Dade

Golf cart friendly

Bike path along sw 184 us1 to old cutler

Golf cart loans for residents

None. The public buses are fine. Don’t waste $ on Freebee or Ibus.

I do not support public transportation. The village needs to stop approving overdevelopment. We are over crowded because of it.

Support the county with building more bridges to complete the traffic grid. Only on county owned roads

---

Would use public transportation more if metrorail was extended further south

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Metro Rail to Homestead

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1. We need connectors to and from canals that are adjacent to parks. For example, Bill Sadowski Park has a canal along its backside, the entire community on the other side, even though the park is geographically close, cannot easily access. Would be great to have a bike/pedestrian bridge in these areas. Same goes for St. Richard's-Holy Rosary Church, would be awesome to access by foot (a bike/ped bridge would be great here). Building an internal trail system for bike/ped I think all residents would be able to use and appreciate. 2. Case study Hialeah Garden of the Arts, coordinated with FP&L to build a beautiful park on their easement, would be a great idea for FP&L PBay easements 3. Greenway along canals 4. More push pedestrian crossings, these work really well 5. A reason I don't use trolleys are I really don't see the IBIS go anywhere I'm trying to go within the neighborhood. A hop-on hop-off circulator may be a good idea if it's reliable and if there are trolley mini hubs throughout the village that are comfortable and safe (lighting/water fountains/ fans or AC) 5. Residents love parks. Would love to be able to access these more easily without a personal vehicle. 6. Canal bridges for vehicle access are very narrow and are hardly suitable for a stroller nor bicycle. As these need to be updated soon, some consideration should be made to expand existing widths and make these more people friendly. 7. Keep pushing for tree canopy on street ROWs that are unshaded, neighborhoods are much more pleasant to walk in the shade, especially in summertime 8. Everyone that doesn't live on north 87 AVE is so grateful and happy this bridge will be installed. There are other areas something similar would be great, particularly neighborhood behind Bill Sadwoski whose only options to go north are old cutler (that backs up like crazy, or 87AVE). 9. Protected bike lanes 10. Better guidance for golf carts, if they are very slow they shouldn't be on the roadway 11. Bikers suck in PBay, it's horrible to drive here weekend mornings bc they take up the entire roadway

---

None

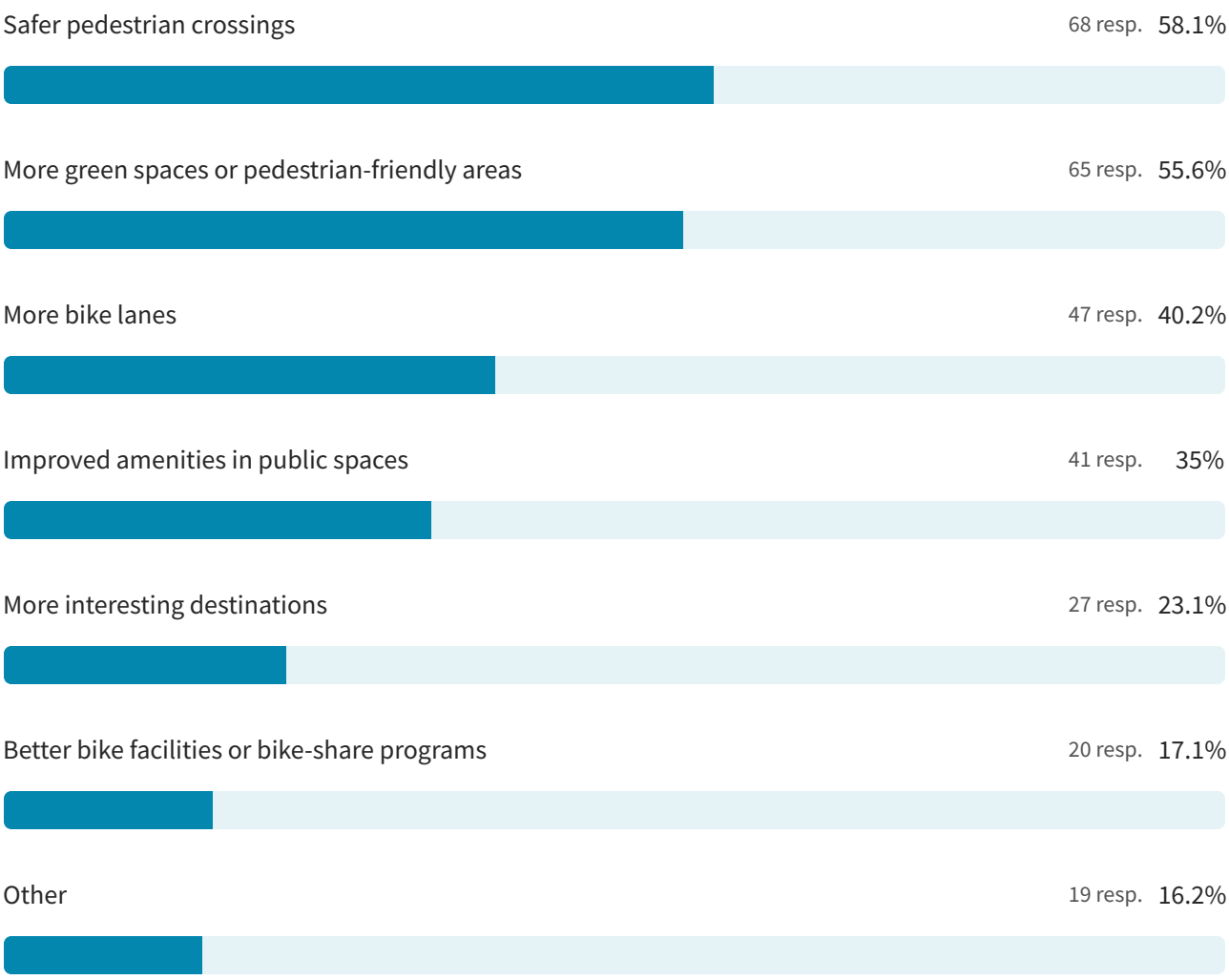
More accessibility. I'm blind

Need I bus stop near 168th st or near southwood or Christ fellowship.

Needs to be more reliable

What improvements would encourage you to walk or bike more often?

117 out of 129 answered



What other improvements would encourage you to walk or bike more often?

19 out of 129 answered

Sidewalks, paths & bike lanes

light poles in main strret

more light in main streets

Sidewalk improvements and intersection safety features for pedestrians.

Cooler weather😂

more sidewalks

Enforce the law, no motorized vehicles on tyhe Old Cutler bike path

More shade

I walk as muxh as Im able to

The walking and biking paths are fine. But golf carts are a hazard when the teenagers drive them and parents have babies on their laps.

I wish there was a dog park area at Coral Reef- the area in the NW corner would work well.

True designated bike lanes, not shared with traffic.

Enforce no car parking on sidewalk, sidewalk repairs, water sprinklers that prevent sidewalk use, slippery sidewalks, overgrown vegetation in sidewalks, vehicle speed enforcement

Better designed bike lanes on the street similar to those in Broward or NY.

Ways to control speed of drivers on our streets. Constant enforcement through ticketing using camera systems

Lighting

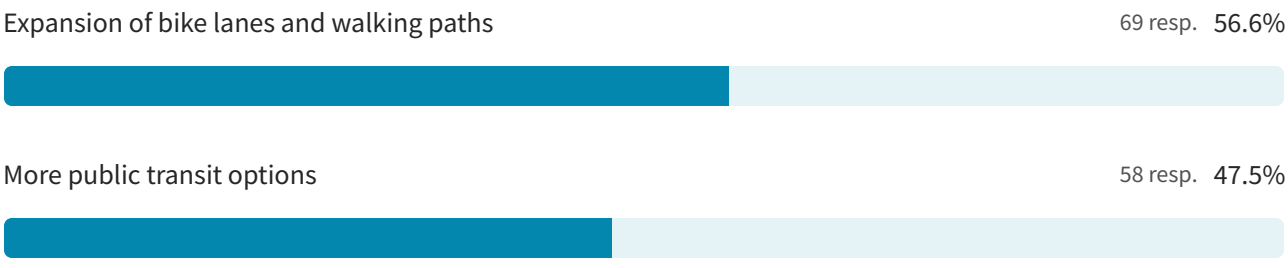
Pedestrian bridge on 77th Avenue allowing us to safely bike to Coral Reef Park and schools.

Enforcement of non motorized vehicle rules on Old Cutler Road bike path and on Deering Estate trail connecting SW 72nd Ave north and south. Motorized bicycles, motorcycles, motorized scooters and golf carts are on these trails despite signs. They endanger pedestrians and normal bicyclists. They go very fast and are often driven by young kids. Also young kids drive golf carts fast on public roads at night without any lights.

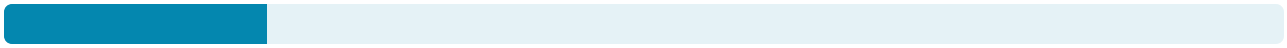
- Canals act as natural barriers limiting connectivity. Creating pedestrian crossings/bridges through canals would encourage more/longer walking distances. - More traffic calming and lower speed limits along neighborhood streets.

What type of transportation system would you like to see in your community in the next 5-10 years?

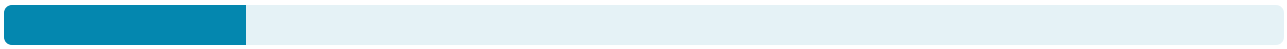
122 out of 129 answered



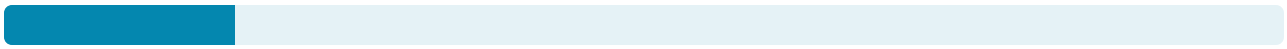
Other 25 resp. 20.5%



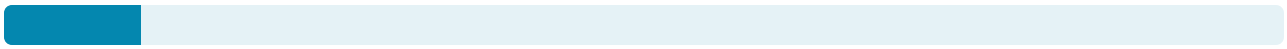
More ridesharing options 23 resp. 18.9%



Autonomous vehicle infrastructure 22 resp. 18%



More parking options 13 resp. 10.7%



Are there any specific transportation initiatives (e.g. policies, plans, developments) from other communities that you'd like to see in Palmetto Bay?

75 out of 129 answered

No.

For me, IBUS is the best thing to come out of Palmetto Bay government, and the easiest method to get to the Metrorail and eventually downtown without driving.

more roundabouts, slower speed limits, wider paths for pedestrians / bicyclists

Bus cut out lanes so at bus stops, the bus can pull over to allow riders on or off and allow traffic to continue moving. bike lanes for these cyclists who slow all traffic around the village on weekends predominately.

Bridges... they are really popular throughout the world...

Metro rail service would be great!

train system, more open avenues that run north and south.

more roundabouts to avoid traffic lights

STOP the over building

Coral gables trolly

The Underline

I believe most residents use personal vehicles. Be real-it's too hot to walk or bike for other than exercise/leisure and most PB residents will not utilize public transportation. The widened bike path along 136th is virtually unused and treescape has not been replaced.

Metrorail Expansion South on US1

Fix the parks that you already have and get the veterans park up and running its been way too long. Palmetto bay park playground has never been updated. The playground equipment should at a bare minimum be safe for children to play on.

Less traffic

Train system. More school buses to transport students to or from school.

Land by publix, would be great to have a golf cart and bike path as well as walking path as an entrance into the shopping center

---

More solar powered speed limit signs. Pavers used in crosswalks. Signage posted that is clean from dirt and mold, and signage that is not hidden by trees. Stricter enforcement for speeders. More police bicycle patrol in our parks. At certain intersections in Pinecrest there are stop signs located on both sides of the road making the need to stop more noticeable.

---

na

See previous answer to combine the free or even nominal cost transportation between the communities -actually between all on the east side from cutler bay to coral gables. Could be to the Major shopping areas , not necessarily specific addresses.

---

not sure

Tie local 'last mile' options into Miami-Dade Transit

I had the opportunity to visit The Hague and their light rail tram services. It works very well within a city system.

Metro stations

Just make the community more walkable with plenty of walking paths.



Do you have any additional comments, questions, or concerns about transportation within Palmetto Bay?

76 out of 129 answered

We make lots of plans, but little gets done.

Love the ibus!

We need to be more business (retail and restaurant) friendly as there are too many car dealerships and not enough shopping/eating destinations.

light poles in main streets and bus shelters for bus stops.

none

Thank you. We love our community.

Lack of quality and frequent public transportation options along Old Cutler road makes it very hard to get cars off the road

Most Palmetto Bay residents use personal vehicles and will not utilize public transportation. It is not a viable option in our community so please cease pushing it on us. The ugly industrial-looking Metrorail station at 136 is bad enough.

It’s fine as most residents use personal vehicles or rideshares. Fix light timing on U.S. 1 intersections. Stop building multifamily units within Palmetto Bay along the highway which only add to number of vehicles and create more traffic and congestion. Discourage cut-through traffic. Keep the suburban character of Palmetto Bay

---

Too many cars in neighborhoods with no sidewalks

Unable to answer questions 15, 16 &. 17 since not enough answer choices. Poorly written questions

---

Adding more shelter bus stops with light poles in main streets will be more safe and convenience for public transportation.

More signs slowing people down

Traffic in our village has increased so much in the last decade so when we aren’t bumper to bumper moving slowly it seems people are driving faster. Stricter enforcement of speeding cars and cars that don’t stop at stop signs and run red lights.

For the most part I feel safe walking in the community.

---

improved side walk surface that can be used for leisure biking; remove the tree/plant branches that are potential hazards for leisure biking on side walk

---

Mostly just bad traffic

---

no

Traffic circles are working. We need one at 168 & Old Cutler

I would like to request that the speed limit be increased to 40 on 144th , 152 nd, and 168th.

When will the walking path around the nature preserve across from Perrine Elementary be done? It was promised years ago!

Yes, please help reduce the car congestion; we need more ways to go north in the mornings.

Open the bus lanes to commuter traffic during peak traffic time.

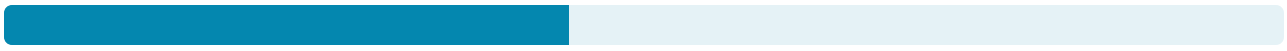
Transportation needs to move. Crawling down the main roads is not moving. Going less than 2 miles in 20 minutes is so not geeen.

Hire more police officers.

Would you like to sign up for our newsletter?

127 out of 129 answered

Yes 56 resp. 44.1%



No 71 resp. 55.9%

Great! Please leave your information below:

51 out of 129 answered

Powered by Typeform

Submit Date (UTC)	First name	Last name	Email	*Where else you walk or bike within Palmetto Bay? *	*Are there any specific intersections or roads in Palmetto Bay that you find difficult to navigate? Why?*	*Are there any paths or routes in your community that you believe are particularly unsafe or underserved? *	*What other improvements could be made to public transportation?*	*What other improvements would encourage you to walk or bike more often?*	*Are there any specific transportation initiatives (e.g. policies, plans, developments) from other communities that you'd like to see in Palmetto Bay? *	*Do you have any additional comments, questions, or concerns about transportation within Palmetto Bay? *
2025-06-29 21:02:52	Eric	Tullberg	e341@bellsouth.net		SW 184 St. - No bike facilities.	West side of Old Cutler Rd.	Need access in east side of Village	Sidewalks, paths & bike lanes	No.	We make lots of plans, but little gets done.
2025-06-24 21:27:53										
2025-06-23 18:55:30									more roundabouts, slower speed limits, wider paths for pedestrians / bicyclists	
2025-06-23 19:04:21	Jaime	Esquenazi	esquenazi.jai@gmail.com		The corner of SW 152nd St and 77th Ave. Cars who are making a right or left turn onto 152nd St tend to not stop for pedestrians trying to cross into Coral Reef Park. Additionally, a yield sign for pedestrian would be nice to see on the corner of 157th Terrace and Old Cutler. With the heavy traffic on Old Cutler, at time it is difficult to cross the street and access bike routes along Old Cutler.	Everything feels safe to me. The biggest threat would be cars, especially on the corner of 157th Ter and Old Cutler, which is where I access my bike paths.			For me, IBUS is the best thing to come out of Palmetto Bay government, and the easiest method to get to the Metrorail and eventually downtown without driving.	Love the ibus!
2025-06-09 17:37:36	Dana	Pezoldt	danap@miamidade.gov	Old Cutler, Chinese Bridge, around my neighborhood	cyclists hogging our roads on weekends 3 wide	87th Ave. Congestion, speeding, cyclists			Bus cut out lanes so at bus stops, the bus can pull over to allow riders on or off and allow traffic to continue moving. bike lanes for these cyclists who slow all traffic around the village on weekends predominately.	We need to be more business (retail and restaurant) friendly as there are too many car dealerships and not enough shopping/eating destinations.
2025-06-09 06:29:37	Alexander	Lopez	alex.lopez@opsys.com		168 and Old Cutler, traffic here causes a backup all the way to 144 at times.	No major roads that run uninterrupted from north to south, other than Old Cutler			Bridges... they are really popular throughout the world...	
2025-06-08 21:38:10	Brian	Franz	bfranz@att.net		Old Cutler Road & SW 152nd Street	Old Cutler bike path has too many golf carts and too many roots growing through the pavement.			Metro rail service would be great!	
2025-06-08 04:23:21					us1, 168 st , 87 ave, 82 ave, old cutler rd. Too much traffic.	US1 impossible to take going north or south becouse of traffic	cover shelters for bus stop, and ight poles in main streets.	light poles in main strret	train system, more open avenues that run north and south.	light poles in main streets and bus shelters for bus stops.
2025-06-08 00:34:25	Tracy	Swope	Tracysmink@bellsouth.net	Coral Reef Park	168th Street and Dixie people block it all the time	no				
2025-06-07 19:29:42	Fred	Gonzaga	fred15440@gmail.com		77th Ave and 136 St - need a traffic light to east west traffic	not sure			more roundabouts to avoid traffic lights	none
2025-06-07 19:20:22					82 ave and 148th drive -even with the pedestrian walkway people don't stop soon enough. 87ave and 148 street - constant traffic.	North corner 152nd St. and 88th ave. The homeowner has a jungle growing and it is overflowing onto the sidewalk on 152 and 88 ave roadway. Also, there should be cement in front of park benches connected to sidewalks in Coral Reef Park for people in wheelchairs to access.				Thank you. We love our community.
2025-06-07 19:07:09				Coral Reef park, neighborhood and 72 Ave to Deering boat ramp	coral reef and old cutler. distracted and impatient drivers				STOP the over building	Lack of quality and frequent public transportation options along Old Cutler road makes it very hard to get cars off the road
2025-06-07 16:19:54	Adriana	Deben Viglianco	adriana_deben@hotmail.com		87 ave and 168 / 82 ave and 168				Coral gables trolly	
2025-06-07 16:05:18										
2025-06-07 15:50:37	Danielle	Desvallons MD	danides@me.com		173 rd street and old cutler road	My street 173 and also 168 street				
2025-06-07 15:04:16					152 @ Old Cutler	No				
2025-06-07 15:05:25	Jeremy	Larkin	jlarkin@naimiami.com		SW !52 St & SW 77 Ave				The Underline	
2025-06-07 13:53:31				Neighborhood	Old Cutler-traffic	No				Most Palmetto Bay residents use personal vehicles and will not utilize public transportation. It is not a viable option in our community so please cease pushing it on us. The ugly industrial-looking Metrorail station at 136 is bad enough.

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2025-06-07 13:39:20				Neighborhood	U.S. 1 intersections at 136 and 152 . Red lights east/west are too long	No			I believe most residents use personal vehicles. Be real-it's too hot to walk or bike for other than exercise/leisure and most PB residents will not utilize public transportation. The widened bike path along 136th is virtually unused and treescape has not been replaced.	It's fine as most residents use personal vehicles or rideshares. Fix light timing on U.S. 1 intersections. Stop building multifamily units within Palmetto Bay along the highway which only add to number of vehicles and create more traffic and congestion. Discourage cut-through traffic. Keep the suburban character of Palmetto Bay
2025-06-07 13:06:24						168 street from US1 to Old Cutler corridor. Transit options end at 87th ave				
2025-06-07 12:52:51				Within my neighborhood	Crossing US1 from any of the major intersections	Malbrook neighborhood. No sidewalks	Extend the metro rail South on US1		Metrorail Expansion South on US1	Too many cars in neighborhoods with no sidewalks
2025-06-07 12:24:59						168th street speed. Side streets such as 92 ave drivers blow through stop signs.	Fix the lights on US1 so traffic can flow correctly. The street lights on the side streets turning onto US1 do not work properly and have been an issue for almost a year now. Palmetto Bay should be on top of the county to fix this issue. Placing a billboard that says thank you for your patience is not acceptable.		Fix the parks that you already have and get the veterans park up and running its been way too long. Palmetto bay park playground has never been updated. The playground equipment should at a bare minimum be safe for children to play on.	
2025-06-07 12:19:29					Us 1	Us1				
2025-06-07 12:26:36	Marlon	Arozamena	marlon.arozamena@gmail.com		The new bus way, a waste of money and resources, need to improve traffic not public transportation, just a few use them.	The new traffic circles, hard to cross them for pedestrians and bicycles	No need for public transportation way, those intersections are a nightmare to cross them, creating congestions, giving priority to a bus a few ride,			
2025-06-07 12:07:32	Anne	Naef	annenaef@hotmail.com	Near my house						
2025-06-02 15:35:29	Tom	Walby	walbytom@yahoo.com		Sw173st & old cutler road	No			Less traffic	Unable to answer questions 15, 16 &. 17 since not enough answer choices. Poorly written questions
2025-05-28 03:51:50	Dolores	Rivera	doloresmiafl@gmail.com	bus stop in 168 st and 164 and us1 bus stop	us1 very congested, 168 st and 164 getting much traffic. Also 82, 87 ave, and old Cutler allways bumper to bumper.	US1 and Old Cutler should have more avenues open to move traffic north and south like 77 ave and 72 ave should be open over the canal . Traffic is too much and school time makes it worst and unsafe.	Bus stops should have a stop shelter concept. Main streets should be with light pole for safe streets and neighborhood.	more light in main streets	Train system. More school buses to transport students to or from school.	Adding more shelter bus stops with light poles in main streets will be more safe and convenience for public transportation.
2025-05-26 17:28:48	Melinda	Perry	mperry161@gmail.com		Around Mangowood, people are speeding and cutting through. No consideration for walkers to even slow down.	My street, need a speed pump 84th Court and 147			Land by publix, would be great to have a golf cart and bike path as well as walking path as an entrance into the shopping center	More signs slowing people down
2025-05-26 04:39:48	Judith	Ritter	JudithRitt@gmail.com	Neighborhood		old cutler road				
2025-05-25 03:30:32	Jack	Hart	jack.b.hart@gmail.com		Coral Reef Dr sidewalks are challenging to walk on because of overgrown bushes and trees blocking the sidewalk as well as debris on the sidewalk.	Coral Reef Drive sidewalks; 82nd Avenue sidewalks; 82nd Avenue traffic speed, red light and stop sign runners.		Sidewalk improvements and intersection safety features for pedestrians.	More solar powered speed limit signs. Pavers used in crosswalks. Signage posted that is clean from dirt and mold, and signage that is not hidden by trees. Stricter enforcement for speeders. More police bicycle patrol in our parks. At certain intersections in Pinecrest there are stop signs located on both sides of the road making the need to stop more noticeable.	Traffic in our village has increased so much in the last decade so when we aren't bumper to bumper moving slowly it seems people are driving faster. Stricter enforcement of speeding cars and cars that don't stop at stop signs and run red lights.

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2025-05-24 16:32:15					82nd Avenue & 148th Drive. There used to be 4 way stop signs. Now there is a cross walk across 82nd Avenue. NO vehicles stop at the cross walks. They just ignore them. There are also flashing lights in the street. People heed those maybe 50% of the time. I cross 82nd Avenue almost every single day to get to Coral Reef Park, and it is a nightmare. People speed, do not stop for pedestrians. Put back the stop signs or find some solution.	See previous comments.				For the most part I feel safe walking in the community.
2025-05-24 16:26:31	Qing	Liu	qingchunliu@yahoo.com	Palmetto Bay park	168 st and 87 ave around school hours	no			na	improved side walk surface that can be used for leisure biking; remove the tree/plant branches that are potential hazards for leisure biking on side walk
2025-05-24 14:11:39	Kathryn	Shepard	ksmervine@comcast.net	local neighborhood	no	no		more sidewalks	not sure	no
2025-05-24 14:06:30	Peter	England	peteraengland@gmail.com		Old Cutler Road & 168th Street: very bad rush hour congestion	Children on motorized bikes, and golf carts are making the Old Cutler bike path unsafe for biking and walking		Enforce the law, no motorized vehicles on tyhe Old Cutler bike path	Tie local 'last mile' options into Miami-Dade Transit	Traffic circles are working. We need one at 168 & Old Cutler
2025-05-24 14:21:44	Bettyann	Pober	bapart@bellsouth.net	Neighborhood	Any where road closure and detour signs are left visible, when no work is being done, rush hour on any street that intersects 77th ave,82 ave, or old cutler. Lights are almost 3 min		Visible or online info on how the village transportation works (free bee etc). Also why can't Palmetto Bay and Pinecrest and even cutler bay get together and make routes that go into all these areas ? That would mean I could go to Suniland or Sothland mall or whatever it becomes.	Cooler weather😎	See previous answer to combine the free or even nominal cost transportation between the communities -actually between all on the east side from cutler bay to coral gables. Could be to the Major shopping areas , not necessarily specific addresses.	Mostly just bad traffic
2025-05-24 13:35:08				Coral Reef Park	Circle Sw168 Street and 87 Ave	By the Franjo Triangle			I had the opportunity to visit The Hague and their light rail tram services. It works very well within a city system.	I would like to request that the speed limit be increased to 40 on 144th , 152 nd, and 168th.
2025-05-24 13:20:36					168 & old cutler 152 & 77 between the ibus and coral reef park 152 & 87	87ave side walks are broken/damaged and need repair 168&old cutler is difficult to use (and even more so for ada affected individuals)				
2025-05-24 12:30:18	Maeve	McGoran	maevemcgoran@gmail.com	Deering Estate	All of 87th Ave., 82nd Ave., Old Cutler, and Route 1 during rush hour and school pick-up hours		Metro stations in South Dade		Metro stations	
2025-05-24 12:22:59	Grisel	Palacios	developingpeople@outlook.com	Through the neighborhood	Lack of sidewalks.				Just make the community more walkable with plenty of walking paths.	When will the walking path around the nature preserve across from Perrine Elementary be done? It was promised years ago!
2025-05-24 12:11:21				Old cutler rd				More shade	More through streets	Transportation needs to move. Crawling down the main roads is not moving. Going less than 2 miles in 20 minutes is so not geeen.
2025-05-24 12:17:56					SW 152 street and US 1 The lights are inconsistent and lane markings are confusing and poorly marked.	SW 78 place from Sw 152 street to SW 156 street. It's a wide open race track. There is drag racing and constant speeding. So dangerous			Metro rail all the way to Homestead	Open the bus lanes to commuter traffic during peak traffic time.

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2025-05-24 12:21:08	Annette	Figueredo	annettefigueredo@gmail.com	Around my neighborhood to walk my dog, bike to Palmetto Bay Park	The traffic in the morning through Palmetto Bay is really bad, considering that there are no bridges across the canals, causing a lot of congestion during the hours to get to work and school, when traveling north in the mornings.	We need additional ways to get across the canals. 168th, Old Cutler, US1, all the ways to get north are particularly congested in the mornings.			I am not knowledgeable enough on the topic to be able to provide a better idea :)	Yes, please help reduce the car congestion; we need more ways to go north in the mornings.
2025-05-23 12:20:25	Kelli	Willis	kellicuts@aol.com	Around my block and neighborhood. Chinese bridge	87 ave & 184 street intersection. 87 ave & 168 street intersection. Both intersections lack right turn lanes. Traffic backups causing cut throughs all over district three. Six hours daily am and pm.	Most all routes and paths are unsafe in the community			Install road cameras throughout this village. Cameras in schools zones. Linear parks.	Hire more police officers.
2025-05-23 03:08:04					Old Culter Rd., 77th Ave, 82nd Ave, 152nd Ave. Too much traffic. There should be more bridges, roads options that connect commuters going south to Cutler Bay and beyond.	On 152nd Ave, cars do not respect the new pedestrian crossing placed on SW 80th Ave when activated. The flashing lights are too subtle.				
2025-05-23 00:24:25				Palmetto bay park	The intersections at us1 and 160th and 152st have been extremely difficult to navigate withing this past school year. It has taken upwards of 20 mins or more just to get out of the area	None that I am familiar with			None that I'm familiar with	No
2025-05-22 19:11:46					Galloway from 184-168 - it's constantly congested and when it's not people speed - also feed into east and west side streets speeding	Galloway			ibus option from palmetto high school- specifically running from 3:30-6 so kids who take the school bus can have a way home if they participate in extracurriculars	
2025-05-22 15:56:50					All of them	All of them			How about stop closing off streets, and let traffic flow freely and disperse on taxpayer funded roads.	Stop closing residential streets to traffic. Allow traffic to disperse freely. These are not private communities, but public taxpayer funded roads. You were just bottlenecking traffic onto main arteries and it's a nightmare.
2025-05-22 15:23:54				Neighborhood	Yes. 87th and 77th ave due to lack of connectivity. But you know that and still do nothing about it but waste taxes on frivolous lawsuits. Village idiots!!!	94th ave could have more police officers driving by.			Protected bike lanes	Stop the litigation madness when it comes to grid completion
2025-05-12 17:17:48										
2025-05-06 21:29:06				On many streets to walk my dog.	Old cutler and 152				Metro rail to Palmetto Bay. Transfers from bus delay too much	Thank you
2025-05-04 17:33:56							Golf cart friendly		Golf cart friendly community	Stay safe
2025-05-04 15:59:10				184 and 186	Frangio too much congestion	No		I walk as muxh as Im able to	Extend metro up to Homestead	No
2025-05-04 15:47:28				Coral reef park	152nd	Any route to old cutler			Walkabilty	Build the train to homestead
2025-05-04 15:33:44										
2025-05-04 15:33:19					Old cutler and 152					
2025-05-04 14:50:36					184th and Old Cutler because of need of path on opposite side of road					
2025-05-04 14:46:38					144					
2025-05-04 14:42:58					Old cutler					
2025-05-04 14:42:04	Adleni	De armas	adlenid@gmail.com							
2025-05-04 14:39:06					Too many traffic circles	Bike path from busway/US1 to old cutler bike path	Bike path along sw 184 us1 to old cutler			
2025-05-04 14:28:58										
2025-04-30 13:34:50	Bernadette	O'Connell	bernadette.c.oconnell@gmail.com	Mangowood	144st from US1 to Old Cutler	144 sw from US 1 to Old Cutler			shared use lanes on 144st, automatic ticketing machines for speeding both on 144st and within Mangowood, sidewalk on 146st inside of Mangowood	Yes, what would it take to have a shared use path on 144st, automatic ticketing, and sidewalk on 146st in mangowood
2025-04-30 13:29:45										
2025-04-23 23:18:16					Light on 184th street and 87th ave, 144 and us1, 152 and us1 168 and us1. 87th avenue past 168 going south	84th avenue and its repetitive and unnecessary speedbumps			Increase in walkable areas that include nice destinations	Do not allow cyclists to be on old cutler its incredibly dangerous, make more cool amenities

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2025-04-19 15:04:57				To Publix, Starbucks and Lifetime at the Falls	151 street, especially between 82 and 80 Ave during school drop off at CRE - no sidewalk but a lot of cars, pedestrians and bikes	Many of the arteries leading to schools have no sidewalks for kids to walk			The underline is very cool. I wish that the bike path along the busway was also more pleasant and beautiful	Add sidewalks on all of the arteries leading to the schools. Kids want to walk to/from school and parents want to let them, but they are not ready to share the road with cars.
2025-04-19 13:51:55	Hector	Garcia	hlgmiami@gmail.com		82 ave over congested between 128 and 168st		Golf cart loans for residents			This survey lacked any real questions involving the use of golf cart in the community...why?
2025-04-16 16:33:15										
2025-04-16 12:32:08	Kurt	Schesser	kschesser@med.miami.edu							
2025-04-03 18:49:55						All - paths are not safe - bike lanes are required				
2025-04-02 22:17:08					No	No	None. The public buses are fine. Don't waste $ on Freebee or Ibus.	The walking and biking paths are fine. But golf carts are a hazard when the teenagers drive them and parents have babies on their laps.	All is good. Keep green space.	Keep green space.
2025-04-02 22:05:20				My neighborhood	87 Ave could use crosswalk stripes	Anywhere by the exits of the Indigo building and the Palmetto Station. Those tenants speed in and out of the parking garages.	I do not support public transportation. The village needs to stop approving overdevelopment. We are over crowded because of it.		Encourage golf cart usage throughout the village. Stop installing speed humps. And stop servicing the tenants in the buildings. They are not vested in our community like homeowners are.	We do not need to invest in public transportation nor add sidewalks. We need to stop the overcrowding and erecting of buildings. Stop enabling the renters and focus on the homeowners who are vested in our village.
2025-04-02 21:19:17	Stacey	Kaufman	staceydawn1@comcast.net	My neighborhood	SW 67 Ave & 144 Street Intersection is a terrible flashing light that many drivers don't understand.	67 Ave. should have a pedestrian sidewalk				67 Avenue needs a sidewalk!
2025-04-02 13:15:12	Robert	Conley	rconley@gmail.com	Chinese Bridge Road, 152nd, Powerline property	The new roundabout on 136th and 67th. Too narrow for 2 lanes. It would be better as a one lane roundabout	same roundabout - 136th and 67th			Please fight any additional development. It is encroaching to the south and west and arteries into the city are already clogged and adding huge amounts of time to daily commutes.	Thank you for fighting overdevelopment and for parks and greenspaces. Also - Plant more Trees along roads!
2025-03-24 13:22:30					The new circles along Old Cutler Road				Continue with the iBus to the MetroRail, Dadeland South Station.	This image of SW 184 Street highlights how Palmetto Bay has maintained their side of the street, including the landscape and walls. The other side of the street, which is part of Cutler Bay, does NOT have similar wall maintenance or landscape--both towns should join together to ensure that both sides of the street look cohesive. This will enhance the appearance of the street.
2025-03-22 15:19:27				Mangowood- my neighborhood	Old Cutler, 144th- the limited bridges has heavily impacted traffic, and so people speed down smaller roads making it unsafe. Traffic is really terrible. If I could do it again bc of the traffic and its effect on my commute.			I wish there was a dog park area at Coral Reef- the area in the NW corner would work well.	The metro rail	Please stop using taxpayer money to fight a much needed bridge. Do what's right for the majority of your constituents
2025-03-22 12:13:15					US1 and 136, always have to wait a few light changes, seems to get unreasonably backed up.	No		True designated bike lanes, not shared with traffic.	N/A	No
2025-03-22 06:55:10				152nd to 160th	82A/152nd, not sure cars will stop even when walk is allowed	Sidewalk areas of 152nd, 82A and others are buckled, sometimes slippery after rain		Enforce no car parking on sidewalk, sidewalk repairs, water sprinklers that prevent sidewalk use, slippery sidewalks, overgrown vegetation in sidewalks, vehicle speed enforcement		
2025-03-21 23:26:38				152nd street		There should be sidewalks on both sides of 152nd street				
2025-03-21 12:29:11					Sw 82ave				More road usage for golf carts	Golf carts should be permitted everywhere in VOPB

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2025-03-21 10:57:13	Rene	Gomez	renegomez1984@gmail.com		87th Ave going north cause there is no bridge connecting the road after 168th.	Not really	Support the county with building more bridges to complete the traffic grid. Only on county owned roads		More bridges	PB Village Council should not let a small group of people pressure them to do things. Those groups are backed by past administrations that don't support them.
2025-03-21 03:51:42	Carlos	Prera	carlos.prera@ufm.edu		Old Cutler Road. Very congested. Doubts that the construction ballon's helps.	Not now. Maybe the old cutler constructions could be unsafe if transit under road does not allow transit exiting from Palmetto.			Transportation to Dadeland station is an example	Transportation from St Richard to Dadeland station is a best practice and very useful for residents
2025-03-21 02:07:54	Laura	Lucas	lpb_1982@yahoo.com		168th towards 82nd ave. I live near 92nd ave & 180th and it takes us about 35-40 mins to get to coral reef elementary during the morning to drop off the kids...	All the streets with no sidewalks				I don't understand why it takes me 30-45 mins to get from home to work when it's only 2.3 miles distance during the week and on the weekends it only takes 8 mins. Stop adding apartment buildings
2025-03-21 00:58:25	Vanessa	Guzman	febres2004@gmail.com	Central Palmeto Bay - Near my house between 152st and 89 ave rd and 90 ave and 82 ave	87 Ave road- a lot of cyclists in the street during dark hours without proper attire and not following the transit laws	89 ave road - very dark street - no lighting - no safe for walkers during the night or early mornings before sunrise			Metro rail	It's concerning that many individuals choose to walk during the early morning hours when it's still dark or at night when visibility is compromised, putting them at significant risk. While our neighborhood is adorned with vibrant and flourishing vegetation, this natural beauty, combined with insufficient lighting, creates a potentially dangerous environment. Some streets are so poorly lit that even those who wear reflective clothing and carry personal lights remain vulnerable to being unseen by drivers. Additionally, the darkness makes it challenging for pedestrians to gauge a driver's awareness at intersections, heightening the risk of accidents and leaving us all anxious about our safety.
2025-03-21 00:47:53					80th ave and 152nd street				I would like to see an option "not interested" to understand those residents that do not want any of these services implemented.	Yes, the iBus and FreeBee are a waste of taxpayer dollars. They are always empty and last I remember cost $17 per trip, Uber is cheaper. I am glad the 87th ave. bridge is being built to disperse the awful traffic through the village.
2025-03-20 22:47:39					Traffic circles Need to have better lighting	Traffic circles need better lighting	Would use public transportation more if metrorail was extended further south			
2025-03-20 22:07:15	Kelli	Willis	kellicuts@aol.com	Deering Estate, Tallattah, Deering Point, Palmetto Bay Park,	178 terrace between 87ave and 92 ave infested with non native Muscovy and peacocks fly in front of vehicles making it very difficult to navigate. It's dangerous. I have had seven incidents of this there and 87 ave and 178 street and on 84 ave and 180 st. I have witnessed peacocks flying in front of moving vehicles on 184 street and old cutler road. These peacocks are dangerously a threat to motorists!	Yes, 178 terrace from 87ave to 92 ave. Get rid of Peacocks and Muscovy ducks off this road and off of swales. It's unsafe.	Metro Rail to Homestead		No. Cutler Bay and south of needs to build infrastructure and jobs south. Stop trying to change our village. Hire three more police officers to enforce our speed limits and set up cameras all over this village giving citations	Stop the bridge
2025-03-21 01:18:23	Christine	Hermida	albert_4900@yahoo.com	Deering Estates,Thalatta, Church	West side of Old Cutler, various streets to Southwood Middle lack sidewalks.			Better designed bike lanes on the street similar to those in Broward or NY.		

Submit Date (UTC)	First name	Last name	Email	*Where else you walk or bike within Palmetto Bay? *	*Are there any specific intersections or roads in Palmetto Bay that you find difficult to navigate? Why?*	*Are there any paths or routes in your community that you believe are particularly unsafe or underserved? *	*What other improvements could be made to public transportation?*	*What other improvements would encourage you to walk or bike more often?*	*Are there any specific transportation initiatives (e.g. policies, plans, developments) from other communities that you'd like to see in Palmetto Bay? *	*Do you have any additional comments, questions, or concerns about transportation within Palmetto Bay? *
2025-03-20 17:46:16					87th Avenue and 152nd	The old cutler path needs another side to avoid unnecessary crossing, the neighborhood from 160th and 82nd Avenue to 152nd and 87th Avenue. Golf carts on bike paths and roads are dangerous for pedestrians and drivers. Bikers riding illegally on old cutler on the weekends is a huge issue. There is a marked shared use path that is just ignored. The speed limit on old cutler road is 40 mph and bikers should not be on the road without a designated lane. Enforcing use of the bike path would make the community safer.			Integrating better connectivity between shopping areas, school, churches, and parks.	Repairing the shared use path on old cutler would be great, tree roots have removed accessibility. Pedestrian bridges between existing canals could be extremely helpful for those trying to cross in between neighborhoods on foot. A circulating trolly could also be very helpful.
2025-03-20 17:28:37					Old Cutler rd during morning and evening rush hour, 82 Ave, 77 Ave, 168 st, 87 Ave, and US1 - signal timing is off in some intersections, roundabouts get backed up, school traffic interferes with work commuter traffic	SW 178 TER missing sidewalks, missing walk on West-side of Old Cutler Rd and there's no barricade (feels unsafe), intersection 87AVE and 184th ST (as children, my brother got hit by a vehicle that drove off while he was crossing the street on a bicycle), roundabout don't have bike paths (recent death 160 st and 82 Ave), SW 92 AVE and 164 st by brand smart (can't bike to gym, afraid of someone stealing bicycle and path feels unsafe), SW 174 ST and SW 88 CT needs a 4-way stop sign (people race down this stretch), Southwood middle rear of property sidewalks missing (78 AVE and also 161 st), new paving needed east Perrine neighborhood (near brand mart and PBay park and missing sidewalks), & biking/walking along US1 is very dangerous	1. We need connectors to and from canals that are adjacent to parks. For example, Bill Sadowski Park has a canal along its backside, the entire community on the other side, even though the park is geographically close, cannot easily access. Would be great to have a bike/pedestrian bridge in these areas. Same goes for St. Richard's-Holy Rosary Church, would be awesome to access by foot (a bike/ped bridge would be great here). Building an internal trail system for bike/ped I think all residents would be able to use and appreciate. 2. Case study Hialeah Garden of the Arts, coordinated with FP&L to build a beautiful park on their easement, would be a great idea for FP&L PBay easements 3. Greenway along canals 4. More push pedestrian crossings, these work really well 5. A reason I don't use trolleys are I really don't see the IBIS go anywhere I'm trying to go within the neighborhood. A hop-on hop-off circulator may be a good idea if it's reliable and if there are trolley mini hubs throughout the village that are comfortable and safe		Hialeah Garden of the Arts, more bike ped bridges/ improved connectivity to parks, greenway along canals, protected bike lanes, more push button crosswalks where appropriate, less speed bumps and more road diet/ street beautification, strong tree canopy program with FL Oaks	Should be policy for % of shade coverage along ROW. Would like to see more programming along Biscayne Bay, that isn't related to Deering. Developing another park on the water perhaps. Connectivity to and from parks/ chuches/ neighborhoods would improve the Village so much, and trails don't need to be along major roadway corridors either, residents will use them regardless (implement better wayfinding signage)
2025-03-20 14:02:37					144/82 and 136/82 needs traffic circles				Get rid of the speed bumps.	You are ruining the city with speed bumps
2025-03-20 13:55:40					77th Ave and 144th street	Old Cutler Road			Be like Pinecrest and get rid of golf carts. They are a danger to the community.	Make it better and get rid of speed bumps.
2025-03-13 20:51:49				areas near Old Cutler Road in District 3, like Bill Sadowski	A lot of areas are difficult to walk due to traffic not respecting pedestrians in sections where there are no sidewalks	SW 184 Street			SW 87 Avenue between SW 184 Street and SW 168 Street features No Turn signs to prevent neighborhood cut through traffic. Other sections of Palmetto Bay also need that to prevent people trying to "outsmart" Old Cutler Road or other highly-traveled roads	Can Palmetto Bay and Cutler Bay coordinate in order to get School Zone speed cameras on SW 184 Street for the Holy Rosary school issue? Traffic on the northern Palmetto Bay side and southern Cutler Bay side both ignore the school zone and drive aggressively. When the school zone is not active, people on either side of SW 184 Street love to speed. The School Zone cameras would be awesome to control speeding in that area.

Submit Date (UTC)	First name	Last name	Email	*Where else you walk or bike within Palmetto Bay? *	*Are there any specific intersections or roads in Palmetto Bay that you find difficult to navigate? Why?*	*Are there any paths or routes in your community that you believe are particularly unsafe or underserved? *	*What other improvements could be made to public transportation?*	*What other improvements would encourage you to walk or bike more often?*	*Are there any specific transportation initiatives (e.g. policies, plans, developments) from other communities that you'd like to see in Palmetto Bay? *	*Do you have any additional comments, questions, or concerns about transportation within Palmetto Bay? *
2025-03-01 20:39:23				Throughout my neighborhood	144 and SW 87 Ave, traffic circle at 160 and 82Ave, crossing US1 at 152 and 144 streets, lights are short and wait is long, light at 152 and Old Cutler is very long to turn north in the morning for work commute					I am incredibly concerned about the new bridge at 87th Ave. What will the Village be doing to mitigate more traffic congestion in the areas near the bridge? It will be terrible if all the southbound traffic 82nd Ave will shift to 160th street to go west to the bridge and the northbound traffic from 87th will use 160 to cut through to head north. Also, what will be done to prevent drivers from 152 street to cut through on 83rd and 85th avenues to 160th Street (these are the only two avenues other than 82 and 87th) that are continuous from 152 to 160 street. I hope the Village Council and traffic engineers are considerate of those who live in these neighborhoods and not only focus on the residents, who live south of 168th street. We deserve to maintain our nice neighborhood. It's unfortunate the County approved proceeding with the project through a special exception during the pandemic without open and fair community involvement.
2025-03-01 19:54:01	John	Stephen	john.stephen@mac.com	I tend to walk through the neighborhood early in the morning		My Street for walking. SW 78 place between SW 156 st and SW 152st		Ways to control speed of drivers on our streets. Constant enforcement through ticketing using camera systems		Again I feel we need a Village-wide enforcement of commuter drivers coming over our streets with strict fines. A network of speed cameras to really stop people from speeding on our streets. Having speed tables all over the Village is not the answer.
2025-03-01 18:51:37	Cyril	Moore	caffiene450@aol.com	South palmetto bay	183 street					
2025-03-01 18:45:36	Giselle	Solomon	gisellersolomon@gmail.com							
2025-03-01 18:52:30					Us1 and 152nt st	Cracked sidewalk due to FPL Pole work			Metro similar to Europe	Na
2025-03-01 18:40:41					Sw 77 ave					
2025-03-01 18:48:18	L	Lindblon	lilrye@aol.com		152 st and 77 ave	152 st and 77 ave				
2025-03-01 18:38:59					152 sw 82 ave					Traffic on 82 avenue and 1500 is too fast
2025-03-01 18:22:00					87 th and 164th	No	None		No	No
2025-03-01 18:13:28					Between 77th and 82	Na			Regular bus	Na
2025-03-01 18:05:02					The traffic light on 152 hardly works	152 cross walk you can go across tegularly				No
2025-03-01 18:07:24					Not sure	Us1			Not sure	Crazy drivers
2025-03-01 18:05:01			ricardomotamusic@gmail.com		152st& hospital	Na		Lighting	Train system	Shared electricity golf carts
2025-03-01 17:59:27					Crossing old cutler cove to coral reef park					
2025-03-01 18:09:59				Immediate neighborhood	Sidewalks needed on 84th ave and 164th terr. Also 163rd street and 84th ave. 160th st as well. Crosswalk on 168th st needs better crossing signal (example speaking crosswalks)	Bus drop off in front of Christ fellowship. Need iBus there. Need STS (special transportation service) to be more more reliable. Need bus on route to FIU Tamiami Campus (both STS and public and I bus)	More accessibility. I'm blind		Need better STS (countywide)	When the village hosts events, there should be coordinated public transportation routes so everyone who doesn't drive can come as well. There should be busses collecting people. NEED more bus stops. Grocery stores and schools should all have bus stops. More security on busses.
2025-03-01 17:52:23										
2025-03-01 17:54:22					Old cutler & sw 152	Na			Na	Na
2025-03-01 17:40:04	Vera	Mullery	vmullery@gmail.com		Old cutler and 168 street crossing congested fast	160 st and 82 ave cars won't stop for flashers				Get people off their phones while driving / slow them down / pay attention to road
2025-03-01 17:39:51	Alana	Gonzalez	alana_belloso@hotmail.com		77th Avenue. Lack of connectivity to Old Cutler South	164th Street, adjacent to Old Cutler Rd, is a heavy cut-through street and dangerous during rush hour.		Pedestrian bridge on 77th Avenue allowing us to safely bike to Coral Reef Park and schools.	Ibus from pinecrest	

Submit Date (UTC)	First name	Last name	Email	*Where else you walk or bike within Palmetto Bay? *	*Are there any specific intersections or roads in Palmetto Bay that you find difficult to navigate? Why?*	*Are there any paths or routes in your community that you believe are particularly unsafe or underserved? *	*What other improvements could be made to public transportation?*	*What other improvements would encourage you to walk or bike more often?*	*Are there any specific transportation initiatives (e.g. policies, plans, developments) from other communities that you'd like to see in Palmetto Bay? *	*Do you have any additional comments, questions, or concerns about transportation within Palmetto Bay? *
2025-03-01 17:51:57				Bus stop to house (164th terr: and southwood middle); coral reef park	Bus line for stop 152 to cross over US1. Does not feel safe in line or on the bus. Also 144th to cross over from west to east is dangerous. Need more frequency i-bus; need the l bus to start at 5:30am		Need l bus stop near 168th st or near southwood or Christ fellowship.			Route 38 to Dadeland south > brickell > 26 south bound and route 38 northbound (skips me all the time) > Dadeland south > iBus or 38 (super unreliable path: busses come late or pass you by. Left stranded many times. Adults and minor children. Bench not protected by rain. Unsafe. Worried every single day. Ubers even more expensive in certain periods of the year. I have to go north to come south. Palmetto Bay is not well connected.
2025-03-01 17:28:50					Old cutler and 152. 77 and 152	Anything off of 152st. cut through streets				Beg of the council to work with the county to make all areas safer, reduce speed, enforce traffic laws
2025-03-01 17:30:36	Fatima	Alvarez	fatimalvarez.de.ramos@gmail.com		87 ave 168 sw					
2025-03-01 17:29:05	Mlf223@hotmail.com				77th& 152 168th Stu& old cutler	Na			Fix potholes	Na
2025-03-01 17:25:46					Intersection of old cutler rd and sw 152 st several near misses and very dangerous,I used to ride old cutler trail but was hit by a car and am afraid to ride beyond coral reef park.	Sw 152 street			Metrorail	Na
2025-03-01 17:15:24					None					
2025-03-01 17:10:29	Martha	Aguirre	martha.aguirre.1365@gmail.com	Coral reef park	Circle on 168th and 82nd ave going west	No			Make bikes stay in bike path	No
2025-03-01 17:25:42				Near south wood and old cutler and deering	Old cutler and 168th, 82nd ave and 160th. 144th street is hard to cross	We already answered	Needs to be more reliable		Free or reduced brightline tickets for seniors (anyone on social security) much like the golden pass for the bus and metro. Also better public transit options to access to the brightlin.	Lighting is terrible. Need more streetlights for safety. And sidewalks.
2025-03-01 17:02:43					152@77 ave					
2025-03-01 16:59:31				Deeming Estate and on neighborhood streets	Old Cutler and 152nd	No		Enforcement of non motorized vehicle rules on Old Cutler Road bike path and on Deering Estate trail connecting SW 72nd Ave north and south. Motorized bicycles, motorcycles, motorized scooters and golf carts are on these trails despite signs. They endanger pedestrians and normal bicyclists. They go very fast and are often driven by young kids. Also young kids drive golf carts fast on public roads at night without any lights.	Lower speed limits that are enforced.	
2025-03-01 16:50:20	Alfredo	Valdes	valdesperezalfredo@gmail.com		Old cutler road					
2025-03-01 16:43:07										
2025-03-01 16:41:59					87 ave	87 ave				
2025-03-01 16:03:29	Victoria	Delgado	vickyedelgado@gmail.com			Yes, 92 av with 168 the road doesn't have the white line that separates the cars coming or going is unsafe			Better get to know Neighbors	Love Palmetto Bay!
2025-02-26 02:30:00					84 ave , no sidewalks cars bikes and pedestrians all share road	84th ave			dedicated golf cart parking , trails	need more street lights
2025-02-12 19:56:18	Karen	Gonzalez	karengf92@yahoo.com	Palmetto Bay Park	'- General lack of bicycle infrastructure/network makes connecting to Old Cutler Trail difficult. - Some roads (i.e. SW 93rd Ave) have 2-way stop controls that alternate from block to block. This generates confusion and creates dangerous situations. - North-south connectivity is limited due to intersecting canals, increasing congestion near traffic circles (i.e. 82nd Ave and 168th St).			'- Canals act as natural barriers limiting connectivity. Creating pedestrian crossings/bridges through canals would encourage more/longer walking distances. - More traffic calming and lower speed limits along neighborhood streets.	'- Better connectivity to regional trails (S Dade Trail, Old Cutler). - More mixed-uses to create more destinations within walking distance. - Trails/linear parks along canals - More pocket parks/plazas - More dog-friendly public spaces (trails, parks, linear parks)	

Submit Date (UTC)	First name	Last name	Email	*Where else you walk or bike within Palmetto Bay? *	*Are there any specific intersections or roads in Palmetto Bay that you find difficult to navigate? Why?*	*Are there any paths or routes in your community that you believe are particularly unsafe or underserved? *	*What other improvements could be made to public transportation?*	*What other improvements would encourage you to walk or bike more often?*	*Are there any specific transportation initiatives (e.g. policies, plans, developments) from other communities that you'd like to see in Palmetto Bay? *	*Do you have any additional comments, questions, or concerns about transportation within Palmetto Bay? *
2025-02-12 15:58:06	Nilia	Cartaya	nilia.cartaya@dot.state.fl.us		SW 168 Street has no bicycle lane and is one of the few east west corridors that provides a direct connection to Old Cutler Road. Same applies to SW 184th Street. Dedicated bicycle lanes on 87th Avenue and 77th Avenue are also needed	SW 168 street			Protected bicycle lanes	None. Thanks
2025-02-12 15:47:28					SW 168 Street & Old Cutler Road	District 3 not unsafe but needs spruce up			Trolley system	

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 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, ADOPTING THE NATIONAL ASSOCIATION OF CITY TRANSPORTATION OFFICIALS (NACTO) URBAN STREET DESIGN GUIDE, URBAN BIKEWAY DESIGN GUIDE, AND TRANSIT STREET DESIGN GUIDE AS SUPPLEMENTAL DESIGN GUIDANCE FOR VILLAGE TRANSPORTATION PROJECTS; ESTABLISHING A VULNERABLE ROAD USER HIERARCHY FOR TRANSPORTATION PLANNING AND DESIGN; DIRECTING THE VILLAGE MANAGER TO IMPLEMENT NACTO DESIGN STANDARDS IN COORDINATION WITH THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-NACTO

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING THE NATIONAL ASSOCIATION OF CITY TRANSPORTATION OFFICIALS (NACTO) URBAN STREET DESIGN GUIDE, URBAN BIKEWAY DESIGN GUIDE, AND TRANSIT STREET DESIGN GUIDE AS SUPPLEMENTAL DESIGN GUIDANCE FOR VILLAGE TRANSPORTATION PROJECTS; ESTABLISHING A VULNERABLE ROAD USER HIERARCHY FOR TRANSPORTATION PLANNING AND DESIGN; DIRECTING THE VILLAGE MANAGER TO IMPLEMENT NACTO DESIGN STANDARDS IN COORDINATION WITH THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, from 2019 through 2023, the Village experienced 58 fatal and serious injury crashes, underscoring the need for updated street design standards that prioritize the safety of all road users; and

WHEREAS, the Village Council recognizes that aligning Village transportation policy with the County's Vision Zero framework, which included recommendations for the adoption of National Association of City Transportation Officials (NACTO) guidelines, strengthens intergovernmental coordination, enhances the Village's competitiveness for federal and state safety funding, and demonstrates a unified commitment to eliminating traffic fatalities and serious injuries throughout Miami-Dade County; and

WHEREAS, (NACTO) Urban Street Design Guide, Urban Bikeway Design Guide, and Transit Street Design Guide represent nationally recognized best practices in designing urban streets that are safe, sustainable, multi-modal, and economically beneficial, and are based on the experience of leading transportation agencies across the United States and internationally; and

WHEREAS, in January 2022, FHWA adopted a regulation entitled "Design Standards for Highways" which states that public entities may reference publications such as the NACTO Urban Street Design Guide to inform the planning and design process; and

WHEREAS, the Village Council finds that adoption of NACTO design guidance will provide Village staff, consultants, and transportation engineers with the flexibility and tools necessary to design context-sensitive streets that reduce vehicle speeds, improve pedestrian and bicycle safety, enhance transit access, and create a more livable community for residents of all ages and abilities.

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

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

Section 2. Adoption of NACTO Design Guides. The Village of Palmetto Bay hereby adopts the following National Association of City Transportation Officials (NACTO) design guides, as amended from time to time, as supplemental design guidance for transportation projects within the Village:

(a) NACTO Urban Street Design Guide;

(b) NACTO Urban Bikeway Design Guide;

(c) NACTO Transit Street Design Guide; and

(d) Any successor or updated editions of the foregoing guides officially published by NACTO.

Section 3. Vulnerable Road User Hierarchy. Consistent with the recommendations of the 2024 Miami-Dade County Vision Zero Action Plan and the Village's Safety Action Plan, the Village hereby establishes the following modal hierarchy for use in transportation planning, design, and project prioritization. When conflicts arise among the needs of different road users during the design process, priority shall be given in the following order:

(a) People walking and accessing transit, including persons with disabilities, seniors, and children;

(b) People biking and using micromobility modes;

(c) Transit vehicles;

(d) Freight and commercial vehicles; and

(e) Personal motor vehicles.

This hierarchy does not require the exclusion of any mode from any street, but shall guide the allocation of space, the resolution of design trade-offs, and the prioritization of capital investments when it is not feasible to optimally accommodate all modes simultaneously.

Section 4. Relationship to Existing Standards. The NACTO design guides adopted herein shall serve as supplemental guidance and shall be used in conjunction with, and not in replacement of, applicable federal, state, and county design standards, including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD), AASHTO's A Policy on Geometric Design of Highways and Streets, the FDOT Plans Preparation Manual, the Florida Greenbook, and the Miami-Dade County Public Works Standard Details Manual. Where NACTO guidance provides a design treatment or standard not addressed by existing manuals, or where NACTO provides a preferred alternative that enhances safety for vulnerable road users, the NACTO guidance may be applied provided it does not conflict with applicable law or the terms of the Intergovernmental Agency Agreement between the Village and Miami-Dade County.

Section 5. Implementation Directives. The Village Manager, or designee, is hereby directed to:

(a) Establish NACTO design guidance as the preferred design reference for all Village transportation projects, including those undertaken by consultants or private developers. It is the intent of the Village Council that NACTO guidance be consulted as a primary resource during the planning and design phases of all such projects, and that NACTO-recommended treatments be utilized to the greatest extent practicable. Where a project designer elects not to apply an available

NACTO treatment that would enhance safety for vulnerable road users, the basis for that decision shall be documented in the project file;

(b) Include and reference this Resolution and the NACTO design guides adopted herein in all requests for proposals, scopes of work, and contracts for roadway design or transportation engineering services;

(c) Coordinate with Miami-Dade County to seek expansion of the Intergovernmental Agency Agreement to expressly include additional NACTO-informed treatments, and other facilities identified in the Safety Action Plan;

(d) Coordinate with Miami-Dade County's Department of Transportation and Public Works to align the Village's transportation safety policies with the 2024 Miami-Dade County Vision Zero Action Plan, including participation in countywide initiatives to modify engineering standards, integrate safety considerations into project development, and advance programmatic opportunities that support Vision Zero objectives;

(e) Pursue NACTO membership or affiliation to provide Village staff access to training, peer city networking, and technical assistance on best practices in street design;

(f) Target Capital Improvement Program funding to High-Injury Network locations identified in the Safety Action Plan, and apply the vulnerable road user hierarchy established in Section 3 when evaluating and prioritizing transportation projects; and

(g) Provide a status report to the Village Council within twelve (12) months of the effective date of this Resolution on the implementation of NACTO design guidance in Village projects, including any challenges encountered with intergovernmental coordination and recommended amendments to this resolution or the Intergovernmental Agency Agreement.

Section 6. Transmittal. The Village Clerk is hereby directed to transmit a certified copy of this Resolution to the Miami-Dade County Board of County Commissioners, the Mayor of Miami-Dade County, the

Director of the Miami-Dade County Department of Transportation and Public Works, the Executive Director of the Miami-Dade Transportation Planning Organization, and the Secretary of Florida Department of Transportation District Six.

Section 7. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April, 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.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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; ADOPTING VISION ZERO AS AN OFFICIAL POLICY OF THE VILLAGE; COMMITTING TO THE ELIMINATION OF TRAFFIC FATALITIES AND SERIOUS INJURIES THROUGH A SAFE SYSTEM APPROACH; ESTABLISHING A FRAMEWORK FOR DATA-DRIVEN SAFETY INVESTMENTS; DIRECTING INTERGOVERNMENTAL COORDINATION WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Vision Zero

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING VISION ZERO AS AN OFFICIAL POLICY OF THE VILLAGE; COMMITTING TO THE ELIMINATION OF TRAFFIC FATALITIES AND SERIOUS INJURIES THROUGH A SAFE SYSTEM APPROACH; ESTABLISHING A FRAMEWORK FOR DATA-DRIVEN SAFETY INVESTMENTS; DIRECTING INTERGOVERNMENTAL COORDINATION WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, traffic crashes are a leading cause of preventable death and serious injury in the United States, and no loss of life on our transportation network is acceptable or inevitable; and

WHEREAS, from 2019 through 2023, the Village of Palmetto Bay experienced 58 fatal and serious injury crashes; and

WHEREAS, bicyclists and pedestrians accounted for 29 percent of persons killed or seriously injured in traffic crashes within the Village despite representing only 2 percent of all crashes; and

WHEREAS, the Village has been awarded a Safe Streets and Roads For All (SS4A) federal grant and has developed a comprehensive Safety Action Plan that identifies 20 Complete Streets segments, 8 priority segments with 10 key project concepts, 11 Neighborhood Greenway routes totaling 15.5 miles, and a Quick-Build implementation toolkit to advance safety improvements throughout the Village; and

WHEREAS, the 2024 Miami-Dade County Vision Zero Action Plan recommends that all municipalities within the County align their transportation safety policies with the County's Vision Zero framework to ensure a consistent, coordinated approach to reducing traffic fatalities and serious injuries countywide; and

WHEREAS, a portion of the Village lies within a federally designated Opportunity Zone (Census Tract 82.08), and the Village is directly bordered by federally designated Disadvantaged Communities, and improvements to the safety and connectivity of the Village's

transportation network directly benefit residents of both the Village and neighboring communities who travel through and depend upon Village streets to access employment, education, transit, and essential services; and

WHEREAS, Vision Zero is a strategy adopted by cities and jurisdictions across the United States and internationally, premised on the principle that traffic deaths and serious injuries are preventable through the integration of safe road design, safe speeds, safe road users, safe vehicles, and effective post-crash care, and that these five pillars of the Safe System must work together to protect all road users including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators; and

WHEREAS, the Village Council finds that the formal adoption of Vision Zero as a policy of the Village will provide a clear, measurable framework for transportation safety decisions, strengthen the Village's competitiveness for federal and state safety funding, and demonstrate the Village's commitment to the health, safety, and welfare of all residents, workers, and visitors; and

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

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

Section 2. Adoption of Vision Zero. The Village of Palmetto Bay hereby adopts Vision Zero as an official policy of the Village. It is the goal of the Village to eliminate all traffic fatalities and serious injuries on Village streets. The Village recognizes that no death or serious injury on its transportation network is acceptable and that all such outcomes are preventable through systemic action.

Section 3. Safe System Approach. The Village shall pursue its Vision Zero goal through a Safe System Approach, guided by the following principles:

(a) Death and serious injury on the transportation network are unacceptable and preventable;

(b) Humans will make mistakes, and the transportation system must be designed so that those mistakes do not result in death or serious injury;

(c) Responsibility for safety is shared among all stakeholders, including those who design, build, manage, and use the transportation system;

(d) A proactive, systemic approach is required, addressing all five elements of the Safe System, which include safe roads, safe speeds, safe road users, safe vehicles, and effective post-crash care; and

(e) Redundancy is essential, so that if one part of the system fails, other parts still protect people from death and serious injury.

Section 4. Safety Action Plan as Implementation Framework. The Village's Safety Action Plan shall serve as the primary implementation framework for this Vision Zero policy. The Safety Action Plan's High-Injury Network, Complete Streets segments, priority projects, Neighborhood Greenways, and Quick-Build toolkit shall guide the prioritization and delivery of safety improvements. The Village Manager, or designee, shall:

(a) Target infrastructure safety investments to the High-Injury Network segments and intersections identified in the Safety Action Plan, prioritizing locations with the highest severity scores and the greatest concentration of fatal and serious injury crashes involving vulnerable road users;

(b) Pursue implementation of at least one Complete Streets segment per fiscal year, aligning implementation with resurfacing, utility, and development projects to maximize efficiency and reduce costs;

(c) Utilize the Quick-Build toolkit to accelerate the delivery of safety improvements through pilot and interim design projects that can be evaluated, adjusted, and made permanent based on performance data; and

(d) Actively pursue federal, state, and regional funding opportunities, including but not limited to Safe Streets and Roads For All (SS4A) Implementation Grants, to fund the infrastructure, behavioral, and operational strategies identified in the Safety Action Plan.

Section 5. Accountability and Data-Driven Decision Making. The Village Manager, or designee, shall:

(a) Present to the Village Council an annual Vision Zero progress report, beginning no later than twelve (12) months from the effective date of this Resolution, which shall include an analysis of traffic crash data including fatalities, serious injuries, and crashes involving pedestrians, bicyclists, and other vulnerable road users; a summary of safety projects completed, underway, and planned; and identification of emerging safety concerns;

(b) Collect and maintain data on vehicle speeds, pedestrian and bicycle volumes, transit ridership, and crash patterns to inform ongoing safety planning and to measure the effectiveness of implemented projects; and

(c) Develop measurable interim benchmarks for reducing fatal and serious injury crashes, to be included in the first annual Vision Zero progress report.

Section 6. Policy Alignment. The Village Manager is hereby directed to review existing Village policies, programs, and ordinances related to transportation and public safety and recommend to the Village Council any amendments necessary to align such policies with the Vision Zero goal adopted herein and present such recommendations to the council in the progress report as required by section 5 (a).

Section 7. Intergovernmental Coordination. The Village Manager, or designee, is hereby directed to:

(a) Coordinate with Miami-Dade County's Department of Transportation and Public Works to align the Village's Vision Zero policies with the 2024 Miami-Dade County Vision Zero Action Plan, including participation in countywide initiatives to modify engineering standards,

advance programmatic safety opportunities, and address safety conditions on County-maintained roads within or adjacent to the Village;

(b) Coordinate with the Florida Department of Transportation regarding safety improvements on state-maintained facilities within the Village, including US-1, which accounts for 64 percent of all killed or seriously injured crashes in the Village;

(c) Coordinate with Miami-Dade County Public Schools and private educational institutions to advance safe routes to school for students, faculty, and families; and

(d) Engage community stakeholders, including residents, businesses, advocacy organizations, and neighboring jurisdictions, in the ongoing development and evaluation of Vision Zero strategies.

Section 8. Transmittal. The Village Clerk is hereby directed to transmit a certified copy of this Resolution to the Miami-Dade County Board of County Commissioners, the Mayor of Miami-Dade County, the Director of the Miami-Dade County Department of Transportation and Public Works, the Executive Director of the Miami-Dade Transportation Planning Organization, and the Secretary of Florida Department of Transportation District Six.

Section 9. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 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, ESTABLISHING THE PERMIT PB PROGRAM AND DIRECTING THE VILLAGE MANAGER TO IMPLEMENT A VIRTUAL INSPECTION AND A SAME-DAY SERVICE PROGRAM; FURTHER DIRECTING THE VILLAGE MANAGER TO ISSUE A PUBLIC COMMUNICATIONS CAMPAIGN REGARDING THESE SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer and Co-Sponsored by Administration)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Permitting Reform PB Program

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE PERMIT PB PROGRAM AND DIRECTING THE VILLAGE MANAGER TO IMPLEMENT A VIRTUAL INSPECTION AND A SAME-DAY SERVICE PROGRAM; FURTHER DIRECTING THE VILLAGE MANAGER TO ISSUE A PUBLIC COMMUNICATIONS CAMPAIGN REGARDING THESE SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer and Co-Sponsored by Administration)*

WHEREAS, the Village of Palmetto Bay strives to deliver efficient, and resident-centered government services, including the timely issuance of building permits and building inspections; and

WHEREAS, Section 553.79(6), Florida Statutes, expressly authorizes local enforcement agencies to conduct virtual inspections, defined as a form of visual inspection using visual or electronic aids that allows a building code administrator or inspector to perform an inspection without being physically present at the job site; and

WHEREAS, the Village's Building and Permitting Department currently conducts certain inspections via video call on a case-by-case basis; formalizing this practice through a structured, opt-in virtual inspection program will provide greater consistency, predictability, and transparency for residents and contractors; and

WHEREAS, same-day service programs have been successfully implemented by neighboring jurisdictions including the City of Miami Beach, the City of Hollywood, and Pinellas County, that have shown eligible, lower-complexity permits can be reviewed and issued on the day of application, reducing delays and improving service for residents and the local construction community; and

WHEREAS, the Village Council desires to identify these permitting modernization initiatives collectively under the program name "Permit PB" for purposes of public communications and branding; and

WHEREAS, it is in the best interest of the public health, safety, and welfare of the residents of the Village of Palmetto Bay to implement these permitting modernization initiatives and to communicate their availability effectively to the community.

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. Establishment of Virtual Inspection Program. The Village Council hereby establishes a Virtual Inspection Program as set forth more fully below.

Section 3. Virtual Inspection Program.

(a) The Village Council hereby authorizes and directs the Village Manager to establish a formal Virtual Inspection Program pursuant to Section 553.79(6), Florida Statutes, under which eligible permit applicants may elect to have qualifying building inspections conducted remotely via video communication technology.

(b) The Virtual Inspection Program shall be offered as a voluntary, opt-in option of the Permit PB Program. The Village's standard building permit application form shall be amended to include a checkbox by which the applicant may indicate a preference for virtual inspection for eligible inspection types associated with the permitted work. The inclusion of such a preference on the application form shall constitute the applicant's written consent to virtual inspection for those inspection types for which the Building Official determines virtual inspection to be appropriate.

(c) The Building Official is authorized to establish, and to modify from time to time by administrative policy, the list of eligible inspection types for the Virtual Inspection Program. Eligible types shall generally include single-trade inspections of low-to-moderate complexity, such as HVAC and A/C changeouts, water heater replacements, electrical panel upgrades, re-roofing dry-in and finals, solar photovoltaic installations, window and door replacements, fence permits, and standalone plumbing,

electrical, and mechanical finals. Structural inspections on threshold buildings, as defined in Section 553.71(12), Florida Statutes, shall not be eligible for virtual inspection.

(d) The Building Official retains full discretion to require an in-person inspection in lieu of or in addition to a virtual inspection at any time, including where field conditions, permit complexity, or code compliance concerns warrant physical presence. An applicant's election of the virtual inspection option shall not create any entitlement to virtual inspection for any specific inspection type or permit.

Section 4. Same-Day Service.

(a) The Village Council hereby authorizes and directs the Village Manager to establish a Same-Day Service under which eligible building permits may be applied for, reviewed, and if complete, issued on the same business day. It is the aspiration of the Village Council that same-day service become a signature feature of the Permit PB Program, positioning Palmetto Bay as a leader in permitting efficiency among Miami-Dade County municipalities.

(b) The Same-Day Service shall initially be offered on at least one (1) designated business day per week. The Village Manager and Building Official are authorized and encouraged to expand same-day service to two (2) or more designated days per week as staffing, volume, and operational capacity allow, without the need for further Council action.

(c) The Building Official is authorized to establish, and to modify from time to time by administrative policy, the list of permit types eligible for same-day issuance, as well as the procedures, scheduling protocols, and submission requirements governing the service. Eligible permit types shall generally include over-the-counter permits requiring limited plan review and lower-complexity walkthrough permits, such as A/C and HVAC replacements, water heater same-for-same replacements, electrical service upgrades, re-roofing, window and door replacements, fences, driveways, generators (residential, standalone), awnings and pergolas, and similar single-trade or straightforward residential permits as determined by the Building Official. The Building Official may grant homeowner-applicants priority scheduling on same-day service days.

(d) Same-day services shall be offered at standard Village permit fees with an expedited review surcharge authorized by ordinance.

Section 5. Public Communications.

The Village Council hereby directs the Village Manager to develop and execute a public communications plan to inform residents, property owners, contractors, and the development community about the Permit PB Program, the availability of the Virtual Inspection Program and the Same-Day Service established by this Resolution. The communications plan shall utilize all available Village communication channels, including but not limited to the Village Vibes newsletter, the Village website, Village social media platforms, direct outreach to registered contractors, and coordination with local homeowners' associations. All public-facing collateral materials shall be made available in English and Spanish.

Section 6. Performance Metrics and Applicant Feedback.

(a) Applicant Feedback. The Village Manager shall implement a brief, voluntary post-service feedback mechanism for applicants who utilize the Virtual Inspection Program or the Same-Day Service. Feedback shall be solicited electronically following the close of each applicable permit and shall address, at a minimum:

(i) overall satisfaction with the service;

(ii) ease of use and clarity of instructions; and

(iii) whether the service met the applicant's expectations. Feedback data shall be retained and used to inform program improvements and shall be briefed at appropriate intervals to the Village Council during the Manager's Report.

(b) Performance Tracking. The Building Official shall track the following baseline metrics for each program established by this Resolution, beginning on the date of program launch:

(i) for the Virtual Inspection Program: number of virtual inspections conducted per month, percentage of inspections that

required a subsequent in-person follow-up, and average applicant satisfaction score; and

(ii) for the Same-Day Service: number of permits issued on a same-day basis per month, percentage of same-day applicants successfully issued permits on the day of application, average wait time from application submission to permit issuance, and average applicant satisfaction score. The Building Official shall establish baseline measurements for each metric within the first sixty (60) days of program operation.

(c) Reporting to Council. Performance data and a summary of applicant feedback shall be included in the ninety (90)-day implementation report required under Section 7 of this Resolution and subsequently in an annual report to the Village Council. Reports shall identify any program modifications made in response to feedback or performance data and shall include a comparison to the baselines established under subsection (b).

Section 7. Implementation.

The Village Manager is authorized and directed to take all administrative actions necessary to implement this Resolution, including updating permit application forms, developing administrative policies and procedures, procuring necessary technology and equipment within existing appropriations or through a budget amendment presented to the Council, and ensuring that Village staff receive appropriate training. The Village Manager shall report to the Village Council on the status of implementation within ninety (90) days of the adoption of this Resolution.

Section 8. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 6th day of April, 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 _____