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, MAY 4, 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

---

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. National Parks Annual Pass Raffle

   B. Recognition of Coral Reef Elementary Cheerleaders

   C. Recognition of Michael Biamonte (Voice of the Miami Heat)

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

E. Recognition of Graduating High School Seniors - Class of 2026 (Youth Community Involvement Task Force)

F. Recognition of Haitian American Heritage Month

G. Proclamation for The Villagers, Inc.

3. APPROVAL OF MINUTES

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. Florida Neuroinclusion Toolkit (presented by Commissioner Raquel Regalado of the Miami-Dade County Commission - District 7)

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: May 2026

8. BOARD AND COMMITTEE REPORTS

A. Charter Revision Commission Meeting (March 31, 2026)

B. Resiliency Committee Meeting (January 26, 2026)

C. Youth Community Involvement Task Force Meeting (February 20, 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, RELATING TO COUNCIL MEETING PROCEDURES; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE OF ORDINANCES REGARDING CONSENT AGENDA PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Passed on First Reading at the April 6, 2026, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING FOR DEFENSE AND INDEMNIFICATION OF MEMBERS OF VILLAGE BOARDS, COMMISSIONS, COMMITTEES, TASK FORCES, THE CHARTER REVISION COMMISSION, AND OTHER BODIES CREATED BY THE VILLAGE COUNCIL; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING COUNCIL DISCUSSION; AMENDING THE CODE OF ORDIANCES BY CREATING SECTION 2-161, “USE OF CERTAIN VILLAGE PROPERTY”; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE *(Sponsored by Councilmember Marsha Matson)*

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF E. RODRIGUEZ LANDSCAPING, INC. TO PERFORM LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR THE PARKS AND RECREATION DEPARTMENT, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-007; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; 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 PROCUREMENT; APPROVING THE SELECTION OF THE GREEN EXPERTS LANDSCAPING, LLC. FOR LANDSCAPE MAINTENANCE THROUGHOUT THE VILLAGE OWNED PROPERTIES, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THE DIFFERENT DEPARTMENTS TO SERVICE THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO

BAY, FLORIDA, APPROVING AND CONCURRING WITH THE STORMWATER REVENUE SUFFICICENCY FORECAST PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC. AS A SUBCONSULTANT TO KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED STUDY 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)*

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD OF THE PROPOSED ARTWORK BY ARTISTS GUS AND LINA OCAMPOSILVA FROM GUS LINA FINE ART, TO INSTALL THE ART PIECE TITLED “MANGROVE TREE” AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, FORMALLY REQUESTING THAT MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS EVALUATE AND IMPLEMENT APPROPRIATE TRAFFIC CONTROL AND CALMING MEASURES ON SW 87TH AVENUE IN CONNECTION WITH THE OPENING OF THE SW 87TH AVENUE BRIDGE; DIRECTING THE VILLAGE MANAGER TO TRANSMIT THIS RESOLUTION AND ADVOCATE FOR ITS IMPLEMENTATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DENOUNCING RACISM AND ANTISEMITISM IN ANY FORM; URGING THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY TO DISCIPLINE STUDENTS WHO ENGAGED IN RACIST AND ANTISEMITIC REMARKS THROUGH A GROUP CHAT; ENCOURAGING THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY TO PROVIDE RACISM AND ANTISEMITISM AWARENESS AND SENSITIVITY TRAINING FOR SAID STUDENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY;

AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

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

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

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed.

AMERICAN 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. 5.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 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 - May 2026

Manager's Report

BUILDING & PERMITTING

March

FY2025-2026 Budgeted Projects

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

- Building Division
  - Received 271 permits applications.
  - 237 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 651
    - Mechanical: 21
    - Electrical: 101
    - Plumbing: 53
    - Zoning: 115

Total: 941

FINANCE

March

- The expenditures in March 2026 were $1,110,116, 4.22% of the total budget, compared to budgeted expenditures of $2,190,168, a surplus of 4.11 % 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 $ 10,013,461 or 38.70 % compared to budgeted expenditures of $13,141,008 or 50.00%. Police is under budget $694,395 YTD.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
3/4/2026	32	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	48,792.81
3/4/2026	33	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	46,875.60
3/4/2026	49136	VILLAGE OF PALMETTO BAY	PPE 03/06/26	142,627.63
3/6/2026	49144	BEEFREE, LLC.	4 TESLAS - FREEBEE	36,583.80
3/6/2026	49148	OFFICE OF THE SHERIFF OF MDC	VOPB LOCAL PATROL - FEBRUARY 2026	805,415.76
3/6/2026	49183	PIMENTEL CONSTRUCTION GROUP	SW 92 AVENUE ROADWAY IMPROVEMENTS	118,098.68
3/13/2026	49204	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	12,873.30
3/13/2026	34	FLORIDA MUNICIPAL INSURANCE	Q3 INSURANCE PAYMENT	235,643.00
3/13/2026	49209	HARTEC GROUP, INC.	PAVING & DRAINAGE IMPROVEMENTS - SUB BASIN 57/96	93,230.95
3/13/2026	49221	THE BANK OF NEW YORK MELLON	SERIES 2021A VILLAGE OF PALMETTO BAY	140,821.48
3/13/2026	49223	WEISS SEROTA HELFMAN	006-1 YACHT CLUB AT LUXCOM-BERT HARRIS CLAIM	35,766.25
3/13/2026	49223	WEISS SEROTA HELFMAN	006-7 YACHT CLUB AT LUXCOM-CHALLENGE MARINE OPERATIONS	17,302.35
3/13/2026	49223	WEISS SEROTA HELFMAN	015 GENERAL MUNICIPAL	17,032.10
3/18/2026	35	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	49,833.88

3/18/2026	36	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	45,650.42
3/18/2026	49266	VILLAGE OF PALMETTO BAY	PPE 03/20/26	147,647.32
3/20/2026	49284	C.A.P. GOVERNMENT, INC	CRP MULTIPURPOSE ROOM - PLANS AND REVIEW INSPECTIO	15,000.00
3/20/2026	49287	E. Rodriguez Landscaping, Inc.	Landscaping for medians on SW 92nd Ave	19,800.00
3/20/2026	49293	Kimley-Horn and Associates, In	CRP MULTIPURPOSE ROOM - OWNER REPRESENTATIVE SVCS	21,528.75
3/20/2026	49281	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	243,524.33
3/20/2026	49281	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	108,840.55
3/27/2026	49335	CURATIVE INSURANCE COMPANY	HEALTH INSURANCE-APRIL 2026	80,934.78
3/27/2026	49345	Marlin Engineering, Inc.	MULTI-MODAL TRANSPORTATION MASTER PLAN	13,152.75
3/27/2026	49348	MTD PAINTING AND CONSTRUCTION	VH AND PS EXTERIOR IMPROVEMENTS	41,985.00
3/27/2026	49320	WEISS SEROTA HELFMAN	APPRAISAL RELATING TO LUXCOM BERT HARRIS ACT CLAIM	24,750.00
3/27/2026	49363	WOODY WILLIAMS FOUNDATION, INC.	INSTALLATION OF GOLD STAR FAMILIES' MEMORIAL MONUM	15,277.78

IT DEPARTMENT

March

1. Help Desk statistics:
    a. 375 new work orders created
        i. 121 (32%) from system notifications, network issues, or cybersecurity alerts.
        ii. 15 (4%) preventative maintenance tasks.
        iii. 229 (64%) submitted by staff, charter officers, and elected officials.
    b. 358 work orders completed.
2. Represented the Village at the CIO Council of South Florida's State of the CIO event.
3. Completed networking, internet, telephony, and staff relocation tasks at the new CRP Rec building.
4. Completed implementation of public WiFi network services inside and outside of the new CRP Recreational building.
5. Recovered all IT resources from the old CRP trailer.
6. Replaced and added outdoor WiFi access points at Village Hall to provide better public WiFi services.

Upcoming Goals

1. Complete Selection and implementation of an improved email search application.
2. Implementation of Granicus e-voting and associated electronic devices.
3. Creation of the IT Department's webpages on the Village website.

HUMAN RESOURCES

March

- 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)	Advertised 2/24/2026 – 3/24/2026 Reported 3/27/2026 – Closed 4/9/2026
	Tennis Camp Counselor (2)	
	Jr. Tennis Camp Counselor (2)	

- 98 Applications Reviewed
- 0 Interviews scheduled
- 1 Pre-Employment Meetings
- 1 New Hire
    - Administrative Aide / Receptionist (1)
- 2 Training Sessions
- 1 Separations of Employment
- 3 Transfers/Updates/Evaluations
- Staffing Update as of 4/14/2026

VACANCY DETAIL Department	Position	Additional Comments
Active Recruitments		
Parks & Recreation	Parks & Recreation Supervisor (1)	Applications under director review (Advertised 4/3 - 10/26)
	Recreation Attendant (1)	Applications under HR review (Advertised 4/3 - 10/2026)
	Park Service Aide (2)	Pending Advertisement
Village Clerk	Passport Acceptance Agent (1)	Applications under Director review; PT temp hired until position is filled
	Total Active Recruitments- PT	**4**
	Total Active Recruitments- FT	**1**
	Total Active Recruitments	**1**
Seasonal Recruitments		
	Site Supervisor (1)	1 Recommendation for Hire
	Program Coordinator (1)	Interviews in progress
	Camp Counselor (8)	4 Recommended for hire; interviews in progress for additional candidates
	Jr. Camp Counselor (10)	5 Recommended for hire; interviews in progress for additional candidates
	Tennis Camp Counselor	N/A; Director advised on 4/9/2026 that these services contracted
	Jr. Tennis Camp Counselor	N/A; Director advised on 4/9/2026 that these services contracted
	Total Active Seasonal Recruitments	**10**
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 (1)	On hold.
	Parks & Recreation Superintendent (1)	On hold.
	Total On-Hold- PT	**0**
	Total On-Hold- FT	**8**
	Total On-Hold	**8**

COMMUNICATIONS

March

- 70 FB/Twitter Postings (including event and meeting postings)
- 11,612 FB Followers
  - 137 New FB followers
- 10,081 Instagram Followers
  - 252 New IG Followers
- 9,164 Email Subscribers
- 10 Videos Produced:
  - Women History Month 9 Videos
  - Mayor's Invitation to Coral Reef Park Recreation Center Ribbon Cutting Reel
  - Bay Brief Video
  - Annual Picnic Promo Reel
  - Annual Picnic Highlights Reel
  - Trees & Treats / Tree City of the World Video
  - Farmers Market Is Back Promo Reel
  - Farmers Market Promo Reel
  - #PBCelebrates250 Historic Video
  - Spring Break Waffle Social Reel
  - Southwood Middle School 50th Reel
- 3 Village Vibes Bi-Weekly E-Newsletters
  - 3/27 Village Vibes – Programs & Events
- 20 Promotional/Informational Campaigns – **46 Posts**
  - Women History Month – 11
  - Tree of the Year Nomination – 1
  - Coral Reef Park Ribbon Cutting – 2
  - Earth Day Contest – 3
  - Art Exhibit – 3
  - Annual Picnic – 2
  - Environmentalist of the Year - 3
  - Save Program Promo – 1
  - Tree City of the World – 2
  - On Street Parking – 1
  - World Autism Awareness Invite – 1
  - FLHSMV – 1
  - Vote for Tree of the Year – 1
  - Coral Reef Park Elementary Pavement Project – 2
  - Pavement Project – 2
  - Summer Camp Volunteer – 1
  - Trees & Treats – 3
  - Farmers Market – 3
  - Pickleball Picnic – 2
  - Spring Break Waffle Social – 2
  - Volleyball Tournament - 1
- Meetings Broadcast: **2**
  - 3/10 Regular Council Meeting
  - 3/16 Hybrid Zoning Hearing

- Events Attended/Promoted: **9**
  - 2/2 St. Brigid Day event Consulate of Ireland
  - 3/7 Coral Reef Park Recreation Center Ribbon Cutting
  - 3/7 Annual Picnic
  - 3/4 Night in D9
  - 3/5 PBBA
  - 3/10 Amores Dental 20th Anniversary
  - 3/13 Palmetto Bay Park Softball Hall of Fame
  - 3/20 Southwood Middle School 50th Anniversary
  - 3/27 Ron Magill Retires
  - 3/30 Mayor's Coalition

- Baybot User Interactions: **158**

GRANTS

March

- New Grant Applications (2)
  - Florida Recovery Obligation Calculator (F-ROC) – Abatement Activities
  - Florida League of Cities - Environmental Stewardship Award

- Grants Approved (1)
  - FEMA – Stormwater Master Plan Update

- Closed Grants (0)

- Active Grants (15)
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – *2026 updated score expected May*
  - 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 – *preparing closeout*
  - 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 submitted March 30, in review by agency*

- USTA Tennis Facility Grant – Coral Reef Park Fencing – *pending reimbursement and press release*
- Village Council's Palmetto Bay "Adopt-A-Pet" Council Program – *program in progress*
- Village Council's Senior Assistance for Veterinary Emergencies (SAVE) Council Program – *program in progress*
- *Pre-Award Process* – Veterans Park Phase 1 Appropriation

PARKS & RECREATION

March

Palmetto Bay Park

- Ballet at the Park: Monday thru Thursday classes 3pm - 8pm; Friday Adult and Private Lessons 12pm – 6pm
- Flamenco Saturdays 9am – 11am
- I9 Sports: on Saturdays and Sundays 8am - 2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Bay Lions Soccer Club: Tuesday, Thursdays & Friday 4pm-6pm
- Juventus Soccer Club: Mondays, Wednesday, Saturdays, Sundays
- Travel Softball: Stingrays, Lady Canes, Rock Gold, Contenders: Monday/Friday 4pm, 6pm & 8pm
- Howard Palmetto Baseball/Softball Association- Youth Softball Leagues 8U, 10U 12U- practices Tuesdays, Wednesdays, Thursday 6pm - 9:30pm; Games Fridays 7pm and Saturdays 9am and 10:30am
- Baptist Health Senior Stretch Exercise Class: 10:30am & 11:30am
- Pickleball Reservations: 9
- Total Softball Games: 13
- Total Softball Practices: 109
- Total Pavilion/Rec Room Rentals: 9

Coral Reef Park

- Pickleball Reservations – 0
- Tennis Court Rentals: 467
- USTA Tennis Leagues: 169
- Picnic Areas/Pavilion/Gazebo Rentals: 28
- Baurball Soccer training, Weekdays 4pm - 6pm
- Beast Volleyball Tuesday, Thursday and Friday 5 – 6:30pm
- Orange Ball and Green Ball Tennis, Tuesday and Thursdays 4pm - 6:30pm Total participants: 16
- Palmetto Bay Soccer participants: 132
- Bay Lions FC Soccer participants: 88
- Howard Palmetto Baseball (T-Ball) participants: 210
- Recreation Center Ribbon Cutting, March 7 at 10:00am
- Annual Picnic, March 7 at 11:00am

Fee Waivers- Requested and Granted in March 2026

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
CRE Kindergarten Class	Thursday, March 19, 2026	8:30-11am	CRP Field Rental	Field Day	$135.00	3/5/2026
Blue Line Angels	Wednesday, April 1, 2026	6pm-10pm	Perrine Community House	Passover Seder Dinner	$ 820.00	3/5/2026
Artist Development Lab	April 3, 10, 17, & 24, 2026	5pm-7pm	EAF Community Room	Workshop	$1,004.00	3/16/2026
Artist Development Lab	Wednesday, April 1, 2026	6pm-10pm	Perrine Community House	Passover Seder Dinner	$ 820.00	3/16/2026
Deering Estate Foundation	Monday, April 6, 2026	1pm-2:15pm	EAF Community Room	Committee Meeting	$155.00	3/25/2026
PBA Booster Club	Saturday, April 25, 2026	8pm-11pm	EAF Community Room	Spring Dance	$668.00	3/30/2026

Perrine Community House

Perrine Community House Activity – March 2026			
Date	Type of Use	Name of Group	Attendance
3/14/26	Program	Art Exhibit	48
3/15/26	Program	Ballet at the Park	23
3/20/26	Program	DMV Flow	40
3/30/26	Program	Baptist Stretch and Relax class	17

Ludovici Park

Ludovici Park Activity –March 2026			
Date	Type of Use	Name of Group	Attendance
3/1/26	Program	Yoga by the Bay	16
3/2/26	Waiver	Cutler Bay Community Theater	15
3/3/26	Waiver	Musicore	20
3/4/26	Waiver	VPB Library Teen Advisory	15
3/4/26	Program	Baptist Core and Stretch	13
3/7/26	Waiver	VPBL Yoga Class	15
3/7/26	Waiver	Casa Italia	20
3/8/26	Program	Yoga by the Bay	14
3/9/26	Waiver	Cutler Bay Community Theater	15
3/10/26	Waiver	Musicore	20
3/11/26	Program	Baptist Core and Stretch	14
3/11/26	Waiver	VPB Library Teen Advisory	15
3/12/26	Waiver	VPB Library Coloring Class	15
3/14/26	Waiver	Casa Italia	20
3/15/26	Rental	Aiello Birthday Party	40
3/16/26	Waiver	Cutler Bay Community Theater	15
3/17/26	Waiver	Musicore	20
3/18/26	Waiver	VPB Library Teen Advisory	15
3/18/26	Program	Baptist Core and Stretch	
3/19/26	Waiver	VPB Adult Book Club	15
3/21/26	Waiver	Casa Italia	20
3/23/26	Waiver	Cutler Bay Community Theater	15
3/24/26	Waiver	Garden Club	35
3/25/26	Waiver	VPB Library Teen Advisory	15
3/25/26	Program	Baptist Core and Stretch	
3/26/26	Waiver	VPB Library Coloring Class	15

3/28/26	Waiver	Casa Italia	20
3/30/26	Waiver	Cutler Bay Community Theater	15

Thalatta Estate

Thalatta Estate Activity – March 2026			
Date	Type of Use	Name of Group	Attendance
3/1/26	Program	Yoga by the Bay	10
3/2/26	Photo	Maria F Betancourt	5
3/3/26	Photo	Melanie	5
3/3/26	Photo	Alison	5
3/3/26	Waiver	Chabad PB Purim	40
3/6/26	Photo	Alissa Derek	5
3/8/26	Program	Yoga by the Bay	13
3/8/26	Waiver	Holi Rosary Dad/Daughter Dance	60
3/9/26	Photo	Cristina Delgado	5
3/9/26	Photo	Brenda Tinoco	5
3/10/26	Waiver	Chabad PB Women's Education Class	14
3/10/26	Photo	Brenda de la Cruz	5
3/11/26	Program	Baptist Core and Stretch	14
3/12/26	Photo	Mar Casal	5
3/14/26	Rental	Artin-Haushalter Wedding	125
3/15/26	Program	Yoga by the Bay	8
3/15/26	Rental	Srgt Dominguez Lopez 50th Bday	49
3/16/26	Photo	Kelly Horizontal Productions	5
3/17/26	Photo	Madelyn Trujillo	5
3/17/26	Waiver	Chabad PB Women's Education Class	14
3/18/26	Program	Baptist Core and Stretch	8
3/19/26	Photo	Lilia de Tantillo	5
3/19/26	Photo	Mariela Hernandez	5
3/19/26	Photo	May Martinez	5

3/20/26	Rehearsal	Llapur-Messa W	10
3/21/26	Rental	Llapur-Messa Wedding	125
3/22/26	Program	Yoga by the Bay	6
3/24/26	Waiver	Chabad PB Women's Education Class	14
3/24/26	Photo	Carmen Lizano	5
3/25/26	Program	Baptist Core and Stretch	14
3/26/26	Photo	Angela Aleman	5
3/26/26	Photo	Gianna C	5
3/26/26	Photo	Mayrim H	5
3/26/26	Waiver	Chabad Torah Class	10
3/28/26	Photo	Christopher Tapanes	5
3/29/26	Program	Yoga by the Bay	17
3/29/26	Waiver	Chabad Gathering	30
3/30/26	Photo	Tracy Concepcion	5
3/30/26	Photo	Stefani Reynosa	5
3/30/26	Photo	Guendy Lopez	5
3/30/26	Photo	Kaylee Weimar	5

May 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
- Yoga with Lucia, Mondays & Sundays 9am-10am
- Zen Zone Method Classes, Mondays 10:30am-11:30am, 3pm-4pm
- Knitting & Crochet Community Group, Mondays 1pm-3pm
- Flamenco, Mondays 4pm-5pm/5pm-6pm, Wednesdays 4pm-5pm/5pm-6pm, Saturdays 9pm-10pm/10pm-11pm
- Fencing, Mondays & Wednesdays 6pm-8pm
- BodyWorks, Tuesdays 10:15am-11am, Thursdays 11am-11:45am and Saturdays 10am-10:45am
- Art, Tuesdays & Thursdays 4pm-6pm, and Saturdays 9-10am
- Ballet at the Park, Tuesdays & Thursdays 4pm-5pm/5pm-6pm/6pm-7:30pm
- Hundred Little Ways: after school Wednesdays 3:30pm-4:30pm, homeschool Fridays 10am-12pm
- Palmetto Bay Business Association May 7, 11am-1pm
- Pilates 2 Restore, May 9, 11am-12:30pm

Perrine Community House

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

Thalatta Estate

- 4 Rental
- 0 Rehearsal
- 7 Photoshoot
- 1 Event
- Programs: 3
- Waiver: 6

Ludovici Park

- 3 Rental
- 0 Rehearsal
- 0 Photoshoot
- 0 Event
- Programs: 6
- Waiver: 23

Park Projects

Palmetto Bay Park Irrigation Redesign – Calvin Giordano

- 12/13/2024 submittal package for Building Department review
- 4/25 Release Invitation to Bid
- 6/9 one (1) Bid Received
- Evaluation of Project based on budget
- RFP Released April 14, 2026
- Pre-Submission Meeting April 28, 2026
- Last Day for Questions May 5, 2026
- Bid Opening May 15, 2026, at 11am

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
- Seeking two more proposals for the Prescribed Burning

The Woods

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

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

- Approved and awarded to Waypoint Construction April 2026
- Groundbreaking Event- May 26, 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 April 2026
- Staging and mobilization Spring 2026 and estimated completion August 2026

Thalatta Enclosed Pavilion Design

- 2/25 Procure a professional consultant for design of enclosed pavilion
- 3/4/2025 On-site meeting with Chisholm Architects
- 3/12/2025 Received Proposal from Chisholm Architects
- Chisholm Architect working on project
- Notice To Proceed issued; 40% of Phase 1 completed
- Chisholm currently in discussion with SFWMD
- SFWMD requested updated survey-quotes in process
- Survey in process April-May 2026

Coral Reef and Palmetto Bay Parks Asphalt Trail Rehab

- Invitation to bid issued and five (5) bids received
- Recommended vendor approved by Village Council 6/2/2025
- Contractor sent notice he will not be able to follow through with proposal
- In communications with the lowest bidder
- Approval of the second lowest bidder presented to Village Council at the March meeting
- Phoenix Concrete approved by Village Council on March 2, 2026
- Execution of contract March 19, 2026
- Contract Canceled

- Working with Attorney to see if we can use Contractor under contract with Public Services (Metro)

PUBLIC SERVICES

March

Department/Division: Public Services												
Service Description				Qtr. 1				Qtr. 2			Qtr. 4	Fiscal Year to Date FY 2025-2026
	October	November	December	Oct. - Dec.	Jan	Feb	Mar	Jan-Mar	Aug. Prev. Year	Sep. Prev Year	July-Sept	
STREET AND ROW MAINTENANCE												
Signs Repaired/ Installed	4	5	3	12	6	62	8	76	4	3	0	88
Graffiti Removal	0	0	0	0	0	1	0	1	1	0	0	1
Pothole/ Shoulder Repairs	5	6	5	16	8	5	4	17	4	6	0	33
Debris/ Trash Removal (TN)	15.01	26.9	9.48	51.39	6.98	11.12	30.51	48.61	19.94	17.17	0	100
TOTAL STREET & ROW MAINT.	**24.01**	**37.9**	**17.48**	**79.39**	**20.98**	**79.12**	**42.51**	**142.61**	**28.94**	**26.17**	**0**	**222**
STREET AND ROW INSTALLATION												
Sidewalks (linear ft.)	0	780	1207	1987	1065	165	0	1,230	0	0	0	3,217
Paving (linear ft.)	0	0	0	0	5060	4096	0.00	9,156	0	0	0	9,156
TOTAL STREET & ROW INST.	**0**	**780**	**1207**	**1987**	**6125**	**4,261**	**0**	**10,386**	**0**	**0**	**0**	**12,373**
STORMWATER												
Drain Cleaning/ Repairs	83	52	74	209	59	86	95	240	45		0	449
Catch Basin	61	52	33	146	54	40	94	188	45		0	334
Outfalls	3	0	32	35	0	1	0	1	42		0	36
Linear Feet Pipe	6428	1601	6677	14706	1320	4955	2623	8898	7623		0	23604
Canal Cleaning/ Clearing	0	0	0	0	0	0	0	0	0		0	0
Flooding Investigations & Resolutions	3	0	0	3	1	0	0	1	0		0	4
Complaints Reported to MDC	1	10	9	20	4	2	3	9	18		0	29
TOTAL STORMWATER ACTIVITIES	**6579**	**1,705**	**6825**	**6579**	**1438**	**5084**	**2815**	**9337**	**7773**	**0**	**0**	**15916**
INSPECTIONS												
Sidewalks/ Driveways	13	17	35	65	10	18	7	35	4		0	100
Paving/ Drainage	32	30	20	82	9	11	5	25	2		0	107
TOTAL INSPECTIONS	**45**	**47**	**55**	**147**	**19**	**29**	**12**	**60**	**6**	**0**	**0**	**207**
Total Complaints in the month reported to MDC	12	11	9	32	4	2	3	9	18		0	41

Capital Projects

- NTP issued for Sub Basin 12 Drainage Project, construction scheduled to start Mid-April. Contractor has started mobilizing equipment, 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 was approved during March Regular Council Meeting. VPB will purchase 650 Units of the Zicla 9 Armadillos, Contractor to provide Change Order for installation.

- 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 April. In-house staff installed temporary tables in the area of 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.
- SW 92ND Avenue Complete Street Project (COMPLETE).
- Installation of "No Parking in Bike Lane" Signs along Park Drive.
- Sub Basin 44 paving complete, permanent speed tables installed.

Upcoming Projects

- Coral Reef Park Drainage Modifications, part of approval of SFWMD Boat Ramp project.
- SW 184TH Street Sidewalk Gap Construction scheduled to start Mid-April.
- V&G to commence Traffic Calming installation in April.
- Advertise ITB for Public Services Parking Lot Project
- Localized Drainage Contract, work with procurement.
- 16153 Localized Drainage rock trench project scheduled for week of April 13th.

POLICE

March

- 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
- Village Picnic
- Officer Friendly class at Howard Drive and Coral Reef Elementary School
- Crimes/Calls for Service:
    - 2 Auto Thefts
    - 0 Commercial Burglaries
    - 0 Residential Burglaries
    - 3 Vehicle Burglaries
    - 0 Robbery
    - 10 Domestic Dispute/Disturbance
    - 7 Baker Acts
    - 8 Crashes

May Upcoming Events

- DARE classes at Christ Fellowship
- Youth Crime Watch classes at Howard Drive and Coral Reef Elementary Schools
- Field Trip to Animal Kingdom with Howard Drive 5th Grade Class

- Officer Friendly classes at Howard Drive and Coral Reef Elementary Schools
- Citizens Crime Watch Meeting
- South Florida Crime Prevention Association Meeting
- Jim Frigo Block Party

March

FY2025-2026 Budgeted Projects

REVIEWS, APPLICATIONS, AND PUBLIC MEETINGS

- Administrative Variance Applications received:
  - None
- Administrative Site Plan Review Applications Received:
  - None
- Zoning Verification Letter
  - ZVL-26-005 – 9731 E Indigo St
  - ZVL-26-006 – 9555 SW 175 Terr Suite 759
- Zoning Hearing Applications Received:
  - None
- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 68
  - Planning and Zoning Inspections: 115
- Business Tax:
  - Renewals: 3
  - New Certificate of Use: 14
  - Business Tax: 19
- GOGov Permits:
  - Garage Sale: 13
  - 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: 48
  - Close Cases: 62
  - Citations Issued: 34
  - Special Master cases: 23

Upcoming Events

- April 20, 2026, Special Master Hearing
- April 21, 2026, Special Master Hearing.

Sustainability and Resiliency

February

- CRS
  - Working with WSP on reducing rank from #5 -> #4
  - No recertification process necessary for this year
  - Received funding from FDEM to update SWMP!! With this update, it will provide us with points to jump ranks

- USA 250 Celebration
  - 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
    - National Parks promotional videos
    - Trees & Treats 4/15
    - Spring recycling Drive 4/25

- VPB Gold Star Family Memorial Monument Committee
  - Final design approved by Woody Williams Foundation; installation pending Phase 1 completion
  - Third invoice payment to begin etching pf design on stone

- AIPP
  - 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
  - Next AIPP Board meeting will be on Thursday April 9, 6PM Village Council Chambers
  - Will receive presentations from top 4 artists and AIPP Board will recommend 1 selection for Village Council approval
  - Recommendation intended to be presented in May Regular Council Meeting

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

- Resiliency Committee
  - Next meeting: April 2026 (pending Chair & Liaison approval)

- 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: 272 lbs.
  - 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 Bill Sadowski Park

- Keep Palmetto Bay Beautiful
  - Affiliate program of Keep America Beautiful, litter prevention program
  - Resiliency Committee will be responsible for creating a litter index for the Village
  - Seeking Council approval on April 6 Regular Council Meeting.

AGENDA ITEM NO. 5.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 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

March

I. 2026.03.05 - 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: 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 who submit written complaints to commission or provide information to investigator during investigation of complaint or referral; authorizes certain employees to file complaints in accordance with specified provisions; authorizes such employees 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 employees to bring civil actions in court of competent jurisdiction under specified conditions; 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; provides that such delivery does not affect specified exemptions in regard to complaint & amendments; requires that such delivery be within reasonable timeframe; requires that commission redact certain information under specified conditions; requires commission to deliver complaints & any amendment thereto to certain persons upon notarized written request. Effective Date:
July 1, 2026

Current Committee of Reference: No Current Committee

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

---

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

---

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

---

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

---

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

---

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

---

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; prohibits residential manufactured buildings from being denied a building permit for placement on certain lots; requires housing units located on a mobile home lot to be taxed in a specified manner and be subject to payments to a specified fund; 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 to allow development consistent & compatible with adjacent land uses. Effective Date: July 1, 2026

Current Committee of Reference: No Current 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

---

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

---

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: 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

---

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: No Current Committee

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 a candidate for federal office to state in writing whether he or she intends to trade stock while serving in federal office; requiring candidates to ensure they satisfy statutory and constitutional requirements for office; requiring certain candidates to provide to the filing officer a statement disclosing dual citizenship for nomination and election to a judicial office or to a district school board; requiring candidates for representative to Congress seeking ballot position by petition to obtain a specified percentage of signatures to qualify for such office, etc. Effective Date: Upon becoming a law

Current Committee of Reference: No Current Committee

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 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

---

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

---

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

---

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: House Intergovernmental Affairs Subcommittee

---

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: 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; limiting such preapplication consultation services to applications for certain permits; 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; prohibiting a qualified contractor or qualified contractor firm from having a conflict of interest; prohibiting a local government from creating, establishing, or applying any additional local procedure or condition for the administrative approval of a plat or replat which is inconsistent with specified provisions, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current 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

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

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, respectively, from expending funds for diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers; prohibits counties & municipalities, respectively, from providing or authorizing funds to be used to promote diversity, equity, & inclusion initiatives; authorizes cause of action against counties & municipalities, respectively; 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: No Current 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; requires applicants for construction permits for certain new data center in specified areas to demonstrate that operation of data center will comply with certain provisions & submit specified study in support of such application; requires PSC to develop minimum tariff & service requirements for large load customers; 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 when certain requirements are met. Effective Date: July 1, 2026

Current Committee of Reference: No Current 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 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

---

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 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

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: No Current 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 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; revising a limitation on the number of times a person may elect to attend a basic driver improvement course under certain circumstances, 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

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

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; revising exceptions relating to instituting actions on tort claims against the state or one of its agencies or subdivisions; revising the period after which the failure of certain entities to make a final disposition of a claim shall be deemed a final denial of the claim for certain purposes; revising the statute of limitations for tort claims against the state or one of its agencies or subdivisions and exceptions thereto, etc. Effective Date: 10/1/2026

Current Committee of Reference: No Current Committee

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

---

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

---

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: No Current Committee

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: No Current Committee

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 Finances; 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; requiring counties to prepare certain quarterly compensation summaries; revising the length of time for which a public hearing for an amendment to a

county budget must be advertised; specifying requirements applicable to local governments and special districts for impact fees adopted or increased after a specified date, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

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 **Enforcement of the Florida Building Code** by Leek

Enforcement of the Florida Building Code; Revising the manner in which a local government is required to spend excess funds, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

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: 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

Generated 3/6/2026 06:47 AM

II. 2026.03.05 - 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: 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 who submit written complaints to commission or provide information to investigator during investigation of complaint or referral; authorizes certain employees to file complaints in accordance with specified provisions; authorizes such employees 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 employees to bring civil actions in court of competent jurisdiction under specified conditions; 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; provides that such delivery does not affect specified exemptions in regard to complaint & amendments; requires that such delivery be within reasonable timeframe; requires that commission redact certain information under specified conditions; requires commission to deliver complaints & any amendment thereto to certain persons upon notarized written request. Effective Date:
July 1, 2026

Current Committee of Reference: No Current Committee

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

Claims Against the Government: Increasing the statutory limits on the liability of the state and its agencies and subdivisions for tort claims; revising exceptions relating to instituting actions on tort claims against the state or one of its agencies or subdivisions; revising the period after which the failure of certain entities to make a final disposition of a claim shall be deemed a final denial of the claim for

certain purposes; revising the statute of limitations for tort claims against the state or one of its agencies or subdivisions and exceptions thereto, etc. 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

---

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

---

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

---

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

---

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

---

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

---

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; prohibits residential manufactured buildings from being denied a building permit for placement on certain lots; requires housing units located on a mobile home lot to be taxed in a specified manner and be subject to payments to a specified fund; 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 to allow development consistent & compatible with adjacent land uses. Effective Date: July 1, 2026

Current Committee of Reference: No Current 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

---

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

---

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: 10/1/2026

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: 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

---

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: No Current Committee

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 a candidate for federal office to state in writing whether he or she intends to trade stock while serving in federal office; requiring candidates to ensure they satisfy statutory and constitutional requirements for office; requiring certain candidates to provide to the filing officer a statement disclosing dual citizenship for nomination and election to a judicial office or to a district school board; requiring candidates for representative to Congress seeking ballot position by petition to obtain a specified percentage of signatures to qualify for such office, etc. Effective Date: Upon becoming a law

Current Committee of Reference: No Current Committee

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 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

---

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

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

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: House Intergovernmental Affairs Subcommittee

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: 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; limiting such preapplication consultation services to applications for certain permits; 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; prohibiting a qualified contractor or qualified contractor firm from having a conflict of interest; prohibiting a local government from creating, establishing, or applying any additional local procedure or condition for the administrative approval of a plat or replat which is inconsistent with specified provisions, etc. Effective Date: July 1, 2026

Current Committee of Reference: No Current 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

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

---

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, respectively, from expending funds for diversity, equity, & inclusion offices or for diversity, equity, & inclusion officers; prohibits counties & municipalities, respectively, from providing or authorizing funds to be used to promote diversity, equity, & inclusion initiatives; authorizes cause of action against counties & municipalities, respectively; 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: No Current 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; requires applicants for construction permits for certain new data center in specified areas to

demonstrate that operation of data center will comply with certain provisions & submit specified study in support of such application; requires PSC to develop minimum tariff & service requirements for large load customers; 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 when certain requirements are met. Effective Date: July 1, 2026

Current Committee of Reference: No Current 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 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

---

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 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

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: No Current 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 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; revising a limitation on the number of times a person may elect to attend a basic driver improvement course under certain circumstances, 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

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

---

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; revising exceptions relating to instituting actions on tort claims against the state or one of its agencies or subdivisions; revising the period after which the failure of certain entities to make a final disposition of a claim shall be deemed a final denial of the claim for certain purposes; revising the statute of limitations for tort claims against the state or one of its agencies or subdivisions and exceptions thereto, etc. Effective Date: 10/1/2026

Current Committee of Reference: No Current Committee

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

---

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

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

Department of Environmental Protection: Removes provisions creating the Environmental Regulation Commission; requires certain solar facility permit applicants to incorporate certain protections in the development and implementation of erosion and sediment control plans for the construction of such facilities; specifies requirements for such plans; revises the date by which certain major permitted sources of air pollution must pay an annual operation license fee; ratifies specified rules relating to the Lower Santa Fe and Ichetucknee Rivers and Priority Springs minimum flows and recovery strategy for the sole and exclusive purpose of satisfying any condition on effectiveness pursuant to provisions which require ratification of any rule exceeding the specified thresholds for likely adverse impact or increase in regulatory costs, etc. 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: No Current Committee

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: No Current Committee

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 Finances** by DiCeglie

Local Government Finances; 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; requiring counties to prepare certain quarterly compensation summaries; revising the length of time for which a public hearing for an amendment to a county budget must be advertised; specifying requirements applicable to local governments and special districts for impact fees adopted or increased after a specified date, etc. Effective Date: 1/1/2027

Current Committee of Reference: No Current Committee

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 **Enforcement of the Florida Building Code** by Leek

Enforcement of the Florida Building Code; Revising the manner in which a local government is required to spend excess funds, etc. Effective Date: 7/1/2026

Current Committee of Reference: No Current Committee

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: 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

Generated 3/13/2026 06:56 AM

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 2026

SUBMITTED BY: Missy Arocha, Village Attorney's Office

ITEM TYPE: Report

AGENDA SECTION: VILLAGE ATTORNEY'S REPORT

SUBJECT: Attorney Expenses

SUGGESTED ACTION:

ATTACHMENTS:
March WSH 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

April 13, 2026
Invoice # 315321
Page 1 of 1

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/10/26	jjq	Communications With Client Re Public Records And Exemptions; Analyze Same; Advise Client Re Same	0.60	187.50
03/11/26	jjq	Review And Analyze Documents And Potential Exemptions Re PRR-2026-54; Complete Legal Redactions Re PRR-2026-54; Respond To Mr. Enriquez Re Public Records Request	0.40	125.00
03/18/26	jjq	Review And Respond To PRR-2026-74	0.30	93.75
Total Professional Services			**1.30**	**$406.25**

Invoice Summary

For Professional Services	406.25
For Disbursements Incurred	0.00
Total this Invoice	**$406.25**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315322

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

For Professional Services Rendered

Date		Services	Hours	Amount
02/02/26	lsl	Review And Analyze Agreement With Pimentel And Agreement With Hartec Send Comments	0.50	156.25
02/02/26	lsl	Review And Evaluate Statement Of Work Lighthouse Strateges LLC. Draft PSA For Lighthouse Strateges	2.50	781.25
03/02/26	jjq	Review And Revise Proposed Legislation Re Keep Palmetto Bay Beautiful; Review And Analyze Application And Backup Materials Re Same; Communications With Client Re Same; Communications With Client Re Upcoming Council Meeting Matters; Review And Revise Potential Add-On Item; Communications With Client Re Same; Review, Revise, And Approve Proposed April Legislation; Attend To Pre-Meeting Issues And Developments; Advise Client Re Same; Analyze Matters Re Same And Follow Up On Issues Raised; Communications With Client Re Council Meeting Matters	2.70	843.75
03/02/26	jjq	Prepare For And Attend Regular Village Council Meeting	3.50	1,093.75
03/03/26	jem	Prepare For And Attend Meeting Regarding Park Softball Field Availability	0.60	187.50
03/03/26	jjq	Conference With Client Re Palmetto Bay Regulations; Follow Up Conference Re Same; Communications With Client Re Post-Council Meeting Items; Analyze Village Code Re Committee Matters; Communications With Client Re Same; Finalize Agreements; Communicate With Ms. Leach Re PACE MOU	2.20	687.50

For Professional Services Rendered

Date		Services	Hours	Amount
03/03/26	ram	Review And Analyze AGOs/Ethics Opinions Concerning Voting Conflicts Connected To Reimbursement Of Attorney's Fees And Confer With Village Attorney	1.00	312.50
03/04/26	jjq	Preparation Of Business Impact Estimate For Upcoming Meeting; Communicate With Client Re Same	0.30	93.75
03/04/26	jem	Conference Regarding Parks And Recreation Response Letter For Softball Field Availability	1.40	437.50
03/04/26	cb	Attend To Follow-Up Relating To Draft Certified Recovery Residences Ordinance	0.20	62.50
03/05/26	jjq	Advise Client Re Council Directives; Communicate With Client Re Virtual Permit Program; Review And Analyze Documents Re Same; Review And Revise Proposal Re Same; Conference Re Same	0.90	281.25
03/06/26	jem	Conference Regarding Tree Advisory Board and the Art in Public Places Board	0.90	281.25
03/06/26	jem	Conference Regarding Field Scheduling Response To Lady Bears Softball Team	0.20	62.50
03/06/26	jjq	Review And Revise Response To Softball Field Inquiry And Assertions; Conference Re Same; Conference Concerning Potential Virtual Building Inspections; Research Potential Issues Re Same; Communicate With Client Re Same	1.60	500.00
03/09/26	jem	Review And Analyze Revisions Of Response To Lady Bears Representative Regarding Field Reservations	0.30	93.75
03/09/26	jjq	Finalize Village Legislation; Communicate With Client Re Proposed Legislation	0.40	125.00
03/10/26	jjq	Communications With Client Re Charter Review Commission Matters; Communications With Client Re Weinerfest; Review And Analyze Documents Re Same; Conference Concerning COW Agenda Matters; Communicate With Ms. Leach Re PACE Funding ILA; Review And Revise Marlin Plan Resolution; Review And Revise Street Plans Collaborative Resolution; Communicate With Client Re Same	1.40	437.50
03/10/26	jem	Conference Regarding Softball Field Space Allocation And Call To Parks And Recreation Director Regarding The Same	0.50	156.25
03/10/26	rcp	Confer Regarding Charter Review Report Issues	0.20	62.50
03/10/26	rcp	Prepare For And Attend Council Workshop	3.00	937.50
03/10/26	ram	Review And Analyze Voting Conflict Regarding Chabad And Confer With Village Attorney	0.30	93.75
03/11/26	jjq	Advise Client Re Field User Agreements; Communicate With Client Re Program Waivers; Communicate With Client Re AIPP Matters; Communications With Client Re Potential April Legislation; Conference Concerning Charter Review Commission Matters; Analyze And Follow Up Re Same	1.10	343.75
03/11/26	jem	Conference Regarding Scheduling Of Art In Public Places And Tree Board Meetings. Further Discussion on Impact Fees With Village Officials	0.80	250.00

For Professional Services Rendered

Date		Services	Hours	Amount
03/12/26	jjq	Review And Revise Resolution And Council Memo Re Potential Speed Limit Reduction; Communicate With Client Re Same	0.40	125.00
03/13/26	rcp	Confer And Analyze Status Of ILA For MDC Speed Limit Reduction	0.20	62.50
03/13/26	jjq	Conference With Client Concerning Procurement Items; Code Enforcement Matters, And Floodplain Management Matters; Review And Revise Phoenix Agreement; Communications With Client Re Same; Follow Up On Floodplain Management Matters; Develop Strategy Re Same; Review And Revise Form Charter Ballot Resolution For CRC	2.20	687.50
03/13/26	rcp	Draft Form Charter Revision Commission Resolution For Charter Amendment Referendum	1.00	312.50
03/16/26	jjq	Review, Revise, And Approve Proposed Legislation And Agenda Memo; Communicate With Client Re Same; Revise And Finalize Memorandum Re Floodplain Management Code Issues; Communications With Client Re Pending Agreements; Review And Analyze Issues Re Same; Conference Re Same; Prepare Immigration Certification Affidavit; Revise Same; Communicate With Client Re Same; Meetings At Village Hall Prior To Zoning Hearing	1.70	531.25
03/17/26	jjq	Communications With Client Re Post-Council Meeting Matters; Review, Revise, And Approve Proposed Agenda Items And Agenda Memoranda; Review And Approve Proposed Agreement; Communicate With Client Re Same	1.10	343.75
03/18/26	jjq	Review And Analyze Proposed Legislation; Communicate With Client Re Same; Communications With Client Re Code Items; Analyze Holy Rosary Request From Mr. Ladd; Analyze Code Re Same; Research Potential Issues Re Same; Finalize Proposed Agreement; Communications With Client Re Contract Matters	1.30	406.25
03/19/26	jjq	Review And Analyze Proposed Monument Agreement; Communicate With Client Re Same; Communicate With Client Re Proposed Legislation; Analyze Same	0.60	187.50
03/19/26	jem	Prepare For And Attend Conference Call With Corradino Group	0.70	218.75
03/20/26	jem	Conference Regarding Charter Revision Meeting Prepapration	0.20	62.50
03/23/26	jjq	Communicate With Client Re Upcoming Meeting Matters; Communicate With Resident Re Parking Matters	0.40	125.20
03/25/26	jem	Conference Regarding Regular Council Meeting Agenda Review	0.20	62.50
03/25/26	jem	Review And Analyze Village Code With Respect To Landscaping Requirements And Communicate Internally Regarding Potential Bamboo Ordinance	1.10	343.75

For Professional Services Rendered

Date		Services	Hours	Amount
03/25/26	ram	Evaluate Question Concerning Current Councilmember Working On Campaign For Council Candidate Of Confer With Village Attorney	0.40	125.00
03/26/26	rcp	Review And Analyze Ordinance Reading Requirements; Draft Response To Vice Mayor Relating To Ordinance Reading Requirements	0.50	156.25
03/26/26	jem	Conference Regarding Florida Statute Requirement To Read Ordinance Title At Village Meetings	0.20	62.50
03/26/26	rcp	Confer Regarding Charter Revision Commission Report Issues	0.20	62.50
03/27/26	jem	Conference Regarding Audit Report	0.30	93.75
03/30/26	jem	Prepare For And Attend Tree Advisory Board Meeting	4.10	1,281.25
03/30/26	jjq	Conference With Client Re April Regular Council Meeting Matters; Review, Revise, And Approve Proposed Agenda Items; Review And Analyze AIPP Agreements, Documents, And Other Pertinent Materials; Advise Client Re Same; Conference Concerning Height Restriction Discussions And Statutory Restrictions Re Charter Review Commission; Review And Analyze Proposed Blood Pressure Agreement; Communicate With Client Re Same; Communications With Client Re Potential Charter Ordinances; Communicate With Client Re Workshop Notice; Revise Same	3.70	1,156.25
03/30/26	jem	Review And Analyze Project Agreement Between The Village And Curtis Pittman	0.30	93.75
03/30/26	rcp	Review And Analyze Charter Revision Commission Agenda Issues Relating To Single Member District Question	1.00	312.50
03/31/26	rcp	Review And Analyze Proposed Charter Amendment Text For Citizens Bill Of Rights Including Case Law Research Relating To First Amendment Restrictions	0.50	156.25
03/31/26	rcp	Review And Analyze Proposed Charter Amendment On Lease Restrictions	1.00	312.50
03/31/26	rcp	Review And Analyze Proposed Charter Amendment On USDA Property Purchase Requirement	1.00	312.50
03/31/26	rcp	Review And Analyze Proposed Charter Amendment Relating To Term Limits	0.30	93.75
03/31/26	rcp	Review And Analyze Proposed Charter Amendment Relating To Bicycle And Mobility Infrastructure	0.30	93.75
03/31/26	jem	Prepare For And Attend Charter Review Committee Meeting	3.60	1,125.00
03/31/26	rcp	Prepare For And Attend Charter Revision Commission Meeting	1.00	312.50
03/31/26	jjq	Communications With Client Re Charter Review Commission Matters; Conferences Re Same; Analyze Matters Re Same; Review And Analyze Proposed Charter Ballot Items; Follow Up And Communicate Re Same; Review And Revise MDSO Request And Follow Up; Attend To Post-CRC Matters; Communications With Client Re Same; Conference Re Same	2.60	812.50
03/31/26	rcp	Review And Analyze Proposed Charter Amendment To Transition To Primary Elections	0.50	156.25

Total Professional Services	**59.10**	**$18,468.95**

For Disbursements Incurred

Date	**Description**	**Amount**
	Westlaw Research	20.40
Total Disbursements Incurred		**$20.40**

Invoice Summary

For Professional Services	18,468.95
For Disbursements Incurred	20.40
Total this Invoice	**$18,489.35**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315323

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/02/26	jjq	Communicate With Client Re Zoning Hearing Items	0.20	62.50
03/03/26	jjq	Review, Revise And Approve Proposed Agenda Items, Council Memoranda, And Backup Materials; Communicate With Client Re Same	0.60	187.50
03/04/26	jjq	Research Concerning Title And Property History Re ROW Dedication To Protect Village In ROW Vacation Resolution; Conference Re Same; Develop Strategy Re Potential Quitclaim Vacation; Review And Revise Proposed ROW Vacation Resolution Re Mixson Application; Review And Analyze Submission For Mixson ROW Vacation Applicant; Communications With Client Re Same; Communications With Client Re 14601 South Dixie; Conference Re Same; Communicate With Mr. Garcia-Serrs Re Same; Communications With Client Re 19400 SW 168; Conference Re Same; Communicate With Mr. Torres Re Same	2.60	812.50
03/05/26	jjq	Research Concerning Platting And Re-Platting Matters; Review And Analyze Prior Village Code Amendments Re Same; Prepare For Zoning Meeting	1.10	343.75
03/09/26	jjq	Research Concerning Advertising And Notice Requirements; Review And Analyze Proposed Notices; Advise Client Re Same	0.50	156.25
03/10/26	aus	Review Zoning Verification Letter For 18200 Holcomb Avenue And Discuss Same With Zoning Director	1.60	500.00
03/10/26	eom	Confer And Correspond With Village Planner Re Redevelopment of Publix at 146th Street And Platting Requirements; Review Correspondence From Applicant's Counsel Re The Same	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
03/11/26	aus	Telephone Conference With Mr. Gonzalez, Planning Director Regarding Vested Rights	0.40	125.00
03/12/26	jjq	Conference With Client And WSP Re Floodplane Management Code Matters	0.80	250.00
03/12/26	aus	Revise Zoning Verification Letter Related To 18161 SW 98 Court	0.60	187.50
03/15/26	jjq	Preparation For Zoning Hearing	1.10	343.75
03/16/26	jjq	Prepare For And Attend LPA Meeting And Zoning Hearing	1.80	562.50
03/17/26	jjq	Communications With Client Re Non-Conforming Use Matters; Analyze Code Re Same; Review And Analyze Proposed Variance Conditions; Communicate With Client Re Same	0.90	281.25
03/17/26	eom	For Townhome Project at 9400 SW 168th Street, Conference Call With Developer's Counsel Re Proposed Development And Platting Requirements; Review Online Public Records Re The Property; Review Village Code; Draft Confirmation Requested By Developer's Counsel; Then Follow Up Call From Developer's Counsel; Then Follow Up Correspondence With Him Re The Same	1.00	312.50
03/18/26	aus	Review And Respond To Planning Director Regarding Response To Accessory Use Question About Fleet Parking	0.50	156.25
03/18/26	jjq	Communications With Client Re Casali Variance Conditions; Review And Analyze Meeting Video Re Same; Analyze Issues Re Same; Research Potential Administrative Approval Delegation; Analyze AG Re-Zoning Matters; Communicate With Client Re Same	2.20	687.50
03/19/26	jjq	Communicate With Client Re Casali Variance Condition Matters	0.20	62.50
03/26/26	eom	For Publix at 146th Street, Review And Analysis of Materials Provided By Publix's Counsel; Review Online Public Records To Confirm The Same; Cross Reference County Code's Platting Requriements; Cross Reference Village Code	1.60	500.00
03/27/26	eom	Conference Call With Village Planner, Mr. Gonzalez, Re Publix At 146th Street And Platting Requirements; Draft Response To Publix's Counsel Confirming That Platting Is Not Required; Correspond With Him Re The Same	1.00	312.50
03/30/26	jjq	Review And Analyze Casali Variance Conditions; Communicate With Client Re Same; Advise Client Re Online Comment Form As It Relates To Quasi-Judicial Items; Review And Analyze Current Online Comment Submission Form; Prepare Proposed Revises Re Same	0.80	250.00
03/31/26	aus	Review Prior Approval Amounts And Corrected Square Footages By Palmer Trinity School And Review Code Requirements For Modifications Of Palmer Trinity School	0.80	250.00

For Professional Services Rendered

Date		Services	Hours	Amount
03/31/26	jjq	Conference Concerning Prior Palmer Trinity Approvals And Application; Review And Analyze Documents Re Same; Communicate With Client Re Same	0.70	218.75
Total Professional Services			**21.20**	**$6,625.00**

Invoice Summary

For Professional Services	6,625.00
For Disbursements Incurred	0.00
Total this Invoice	**$6,625.00**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315324

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/31/26	jjq	Conference With Client And MDSO Re Potential Taxing District Budget Matters	0.30	93.75
Total Professional Services			**0.30**	**$93.75**

Invoice Summary

For Professional Services	93.75
For Disbursements Incurred	0.00
Total this Invoice	**$93.75**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315325
Page 1 of 1

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/02/26	mrc	Review Materials Re Outside Employment Policy	0.80	250.00
Total Professional Services			**0.80**	**$250.00**

Invoice Summary

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

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315327

CLIENT: 2210 - Village of Palmetto Bay
Re: 024 Planning Department

For Professional Services Rendered

Date		Services	Hours	Amount
03/16/26	eom	Prepare For And Attend Meeting With Planning Department & Counsel For Publix at 14601 S. Dixie, Re Proposed Redevelopment And Request for Determination That Platting Is Not Required	1.20	375.00
03/16/26	eom	After Meeting With Publix Team Re Proposed Redevelopment; Conference Call With Village Manager And Village Planner Re The Same And Our Next Steps	0.20	62.50
Total Professional Services			**1.40**	**$437.50**

Invoice Summary

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

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315328

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/03/26	jjq	Review And Analyze Vendor Requirements; Communications With Client Re Same	0.50	156.25
03/04/26	jjq	Review And Revise Proposed Farmer's Market Agreement; Communicate With Client Re Same	0.50	156.25
03/05/26	jjq	Review And Revise Proposed ITB And Agreement Re Village-wide Landscaping; Communications With Client Re Same	0.50	156.25
03/09/26	jjq	Communicate With Client Re Finalizing RFP# 2026-12-003 Agreement; Review And Analyze Level 2 Background Affidavit; Review And Analyze Melendi Act Requirements; Advise Client Re Same	0.60	187.50
03/17/26	jjq	Review And Analyze Procurement Requirements; Communicate And Advise Client Re Same	0.40	125.00
03/19/26	jjq	Review And Revise Proposed Procurement Documents; Approve Same; Communicate With Client Re Same	0.60	187.50
03/23/26	jjq	Communications With Client Re ITB Issues; Conference Re Same; Advise Client Re Same	0.50	156.50
03/23/26	rcp	Review And Analyze Issues Relating To ITB 2026-12-005 For Veterans Park	0.70	218.75
03/26/26	rcp	Review And Analyze Issues Relating To Procurement Bid Unit Issues; Revise Correspondence To Bidder Regarding Deficiencies And Remedies	0.80	250.00
Total Professional Services			**5.10**	**$1,594.00**

Invoice Summary

For Professional Services	1,594.00
For Disbursements Incurred	0.00
Total this Invoice	**$1,594.00**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315329
Page 1 of 1

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/13/26	jjq	Communicate With Client Re Sunshine Law Matters	0.20	62.50
Total Professional Services			**0.20**	**$62.50**

Invoice Summary

For Professional Services	62.50
For Disbursements Incurred	0.00
Total this Invoice	**$62.50**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315330
Page 1 of 1

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/22/26	jjq	Review And Analyze Pending Building Project Matters; Prepare Response Re Same; Communicate With Client Re Same	0.40	125.20
Total Professional Services			**0.40**	**$125.20**

Invoice Summary

For Professional Services	125.20
For Disbursements Incurred	0.00
Total this Invoice	**$125.20**

Payments Can Be Wire Transferred To:

[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
[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

April 13, 2026
Invoice # 315331
Page 1 of 1

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

For Professional Services Rendered

Date		Services	Hours	Amount
03/02/26	jjq	Analyze Ethics Issues Raised By Client Re Voting Restrictions; Advise Client Re Same; Communications With Client Re Same	0.60	187.50
03/03/26	jjq	Communications With Client Re Recusal Matters	0.30	93.75
03/04/26	jjq	Conference Concerning Potential Voting Conflicts Items	0.40	125.00
03/11/26	jjq	Advise Client On Voting Conflict Matters	0.20	62.50
Total Professional Services			**1.50**	**$468.75**

Invoice Summary

For Professional Services	468.75
For Disbursements Incurred	0.00
Total this Invoice	**$468.75**

Payments Can Be Wire Transferred To:

[redacted]

PLEASE INCLUDE INVOICE NUMBER

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Charter Revision Commission Meeting (March 31, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-CRC-2026-03-31

Minutes of Village of Palmetto Bay
Charter Revision Commission
March 31, 2026

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

Others Present: Missy Arocha (Village Clerk), Marsha Matson (Council Member), Roger Pou (attorney), Mark Merwitzer (Vice Mayor), Nick Marano (Village Manager), Gary Pastorella (member of public).

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

2. Public Comment:

   a. Gary Pastorella advised he did not agree to change election dates as proposed in writing by Vice Mayor Merwitzer. Mr. Pastorella advised that in his view the change would result in lowered voter participation. The change was unnecessary in his view.

   b. Council member Matson stated that in her view the word "unaltered" should be added to proposal on forwarding charter amendments to voters adopted by the Charter Review Commission. This would prevent Village Council from editing proposals from the CRC before they are submitted to voters for approval.

   c. Vice Mayor Merwitzer made a proposal to change voting dates so that a primary occurs in August and the top two vote getters advance to a final election in normal November cycle when the vast majority of voters vote. (If only two candidates qualify (or one) the August primary would be unnecessary.) Vice Mayor Merwitzer noted that this change would allow for the greatest number of voters to decide the election. It would also avoid late November run-off elections, which typically have very poor participation and require campaigning through the late

November cycle. Questions were posed about which approach will maximize voter participation. No action taken.

3. Minutes: Minutes of prior meeting on January 29, 2026 were approved as circulated.

4. Old Business:

a. *Drafting Charter Amendments*. Village Attorney Pou advised that he had been instructed not to draft proposed charter amendments for the CRC. Instead, the Village Attorney will review charter amendments that CRC members must draft without legal support for legally sufficiency. Upon questioning by Member Tannebaum, Mr. Pou said that he had been given direction not to draft charter amendments. When asked who provided this direction, Mr. Pou said "Village administration" told him that the Village attorney is not to draft charter amendments for the CRC. Attorney Pou stated that he could not disclose who provided him this instruction. Village Manager advised that he does not work for the CRC and that he did not so instruct the Village Attorney.

b. Mayor Stanczyk stated that in her view the CRC was abdicating its responsibility by not drafting charter amendments. Member Schwiep noted that the drafting process is legally technical and experienced attorney assistance is necessary. Mr. Pou has already drafted a charter amendment for single member districts as requested by the CRC. No clear answer was provided as to why this specific proposed amendment could be the subject of legal advice, but none other.

c. Council Member Cody stated that he had a conversation with attorney John Quick wherein they discussed that the Village Attorney would not provide this assistance to the CRC.

d. Members Zisman and Chair Levy noted that this refusal to provide legal support from by the Village Attorney was unprecedented. Every prior charter revision commission had legal support in drafting amendments. They expressed

frustration that Village attorney was taking instruction from an undisclosed source to depart from that consistent precedent and decline to provide legal support to the CRC now.

e. Member Schwiep expressed his frustration with the decision that Village Attorney would not assist CRC, but would only serve to pass on legal sufficiency of amendments that members were now expected to draft without legal assistance. Member Schwiep stated his view that this appeared a backdoor maneuver to torpedo charter amendments proposed by the CRC. While expressing his respect for attorney Pou, he advised he has lost confidence in the Village Attorney office, and suggested that the CRC should retain its own counsel to provide legal support. Council member Cody advised of his view that CRC would have to compensate such independent counsel.

f. Vice Mayor Merwitzer advised that he had been told by John Quick that narrowing legal work for attorney was goal.

g. Historically, attorneys have drafted the items proposed by the CRC. This time lawyers have been instructed not to assist in drafting. Source of the instruction remained opaque, other than Council Member Cody's reference to his conversation with Mr. Quick.

h. Council member Matson stated that to resolve this issue she was prepared to offer a resolution to the Council that the Village supply legal counsel to the CRC to assist in this process to ensure legal sufficiency of the proposed amendments.

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

a. Member Tannebaum made a motion to ask Council Member Marsha Matson to offer a resolution to the Council to the effect that the Village would supply legal counsel to the CRC to provide advice and assist in drafting Charter amendments to

assure their legal sufficiency. Motion seconded by member Schwiep. Motion carried 4-1 (Stanczyk opposed)

Meeting adjourned at 6:50 p.m. No discussion had regarding future meetings, although Village clerk stated next scheduled meeting would go forward as planned.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (January 26, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-RC-2026-01-26

MINUTES
Joint Meeting of the Resiliency Committee and the Tree Advisory Board
Monday, January 26th, 2026 – 5:00 PM
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

---

1) **Roll call and acknowledgement of visitors**
   a) Call to order 6:00 PM
   b) **Committee:**
      i) **The following Resiliency members were in attendance**:
      Lasaly Changkachith (Chair of Resiliency Committee), Zachary Davis (Secretary of Resiliency Committee) Committee member Mohammad Taha, Committee member Veronica Sosa, Marsha Matson (Council Liaison), Andrea Candelaria (Resiliency Staff Liaison)
      ii) **The following members were absent:**
      (1) Committee member Heidi Fowler

   c) **Non-Committee:**

2) **Public Comments, including comments from Village Council, Village Manager, or staff**
   a) Comments were made expressing support for collaboration between Committees.
   b) Village Council representative discussed stormwater funding and encouraged Committees to provide project recommendations for future planning.

3) Old Business:
   a) Continued discussion regarding tree canopy expansion and shade improvements.
   b) Review of Resiliency Action Plan priorities.
   c) Ongoing discussion regarding tree selection and environmental benefits.

4) Discussion of Agenda Items:
   a) Improving shade and canopy around the Village
      i) Identified lack of canopy coverage in southern areas of the Village, particularly south of SW 152nd Street.
      ii) Noted deficiencies along major corridors, including SW 184th Street.
      iii) Discussed impacts of heat vulnerability and lack of shaded pedestrian pathways.
      iv) Recognized limited shade and cooling benefits provided by palm trees.
      v) Emphasized prioritizing shade-producing trees in underserved areas.
   b) 2025 Resilience Action Plan

i) Discussed alignment of tree initiatives with resiliency goals.
ii) Identified need to integrate tree canopy expansion with heat mitigation, flooding, and water management strategies.
iii) Noted opportunities to coordinate with external agencies and existing regional initiatives.

c) **Best tree list to plant for CO_2 sequestering**
i) Discussed development of a recommended tree list based on:
ii) Carbon sequestration
iii) Shade production
iv) Native species suitability
v) Salt and flood tolerance
vi) Noted palm trees provide minimal carbon sequestration and shade.
vii) Identified larger, long-living trees as more effective.
viii) Discussed creation of a matrix evaluating multiple environmental benefits.
ix) A committee member volunteered to research and provide a draft list.

d) **The Woods**
i) Identified "The Woods" as a potential stormwater retention and resiliency site.
ii) Discussed opportunities for use as a "sponge" area for stormwater management.
iii) Considered ecological restoration and maintenance needs.
iv) Discussed potential for volunteer cleanup and invasive species removal efforts.

5) **New Business:**
a) **Tree Giveaway Program**
i) Discussed current funding and potential increase.
ii) Emphasized importance of planting trees on private property.
iii) Noted inclusion of fruit trees increases community participation.

b) **Tree Policy and Code Enforcement**
i) Concerns raised regarding inconsistent enforcement of landscaping requirements.
ii) Discussed need for improved review processes and potential code updates.

c) **Stormwater Funding and Planning**
i) Noted reliance on stormwater fund for resiliency initiatives.
ii) Council encouraged Committees to provide prioritized, data-driven recommendations.

d) **Traffic Circle Landscaping**
i) Discussed potential for landscaping and tree incorporation.
ii) Noted jurisdictional and safety limitations.

e) **Septic Systems and Water Quality**
i) Discussed impacts on water quality.
ii) Identified long-term need for sewer conversion.

f) **Future Joint Meetings**
i) Discussed continuing collaboration between Committees.
ii) Suggested periodic joint meetings focused on key topics

6) **Request for assistance to Village Council and Village Manager**
a) Support for increased stormwater funding and project prioritization.

b) Consideration of improved enforcement of landscaping and tree regulations.

c) Support for coordination with external agencies and resiliency programs.

7) Adjournment 6:58 PM.

Written & Prepared by Resiliency Committee Secretary Zachary Davis.

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Youth Community Involvement Task Force Meeting (February 20, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-YCITF-2026-02-20

Meeting Minutes - Palmetto Bay YCITF

February 20, 2026

Meeting called to Begin - 4:08 PM

- Roll call and opening remarks
- **Approval of Minutes** - Granted at 4:10 PM
- **Public Comments** - N/A
- **Discussion Items:**
    a. **Little Library**
        i. Planning to meet on March 4th at 3:00 PM
        ii. Volunteers are needed/encouraged
        iii. Unveiling at Annual Picnic on March 7th, 2026
    b. **Greenroofs Initiative**
        i. Interview questions have been submitted for approval
        ii. Trying to schedule interview times and dates
        iii. Beginning to work on the video scripts
    c. **Dog Adoption Project:**
        i. Still trying to reach out to the shelter (not getting any response)
- **Old Business: N/A**
- **New Business:**
    - Village of Palmetto Bay Annual Picnic on March 7th, 2026
        - Grand opening of the brand-new recreation center
- **Breakout rooms to discuss individual projects**
- **Public Comments:**
    - Gabriela emailed the Girl Scout troop to confirm date/time to meet
- **Meeting Adjourned:** 4:34 PM

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE OF ORDINANCES REGARDING CONSENT AGENDA PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Passed on First Reading at the April 6, 2026, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-2026_Meeting_Procedures-2nd Reading

ORDINANCE 2026-06

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

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

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

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

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

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

. . .

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

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

~~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.~~

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

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 FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

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

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

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:	May 4, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING FOR DEFENSE AND INDEMNIFICATION OF MEMBERS OF VILLAGE BOARDS, COMMISSIONS, COMMITTEES, TASK FORCES, THE CHARTER REVISION COMMISSION, AND OTHER BODIES CREATED BY THE VILLAGE COUNCIL; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Protection of Volunteers-1st Reading

ORDINANCE 2026-___

AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING FOR DEFENSE AND INDEMNIFICATION OF MEMBERS OF VILLAGE BOARDS, COMMISSIONS, COMMITTEES, TASK FORCES, THE CHARTER REVISION COMMISSION, AND OTHER BODIES CREATED BY THE VILLAGE COUNCIL; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village Council appoints residents to serve on boards, commissions, committees, task forces, the Charter Revision Commission, and other bodies established by the Village Council; and

WHEREAS, these appointed members serve without compensation and in the public interest; and

WHEREAS, exposure to lawsuits, ethics complaints, administrative proceedings, investigations, or similar legal actions arising from good faith service may discourage participation in Village 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 2-57.1 – "Defense or reimbursement of legal expenses in defense of members" of the Village Code of Ordinance is hereby created to read as follows:

Chapter 2 – Administration

Article II – Council

Division 3 – Advisory Boards or Committees

Section 2-57.1 - Defense or reimbursement of legal expenses in defense of members.

(a) *Covered persons.* This section applies to all persons appointed by the Village Council to serve in an official capacity on:

(1) Village boards;
(2) Village commissions;
(3) Village committees;
(4) Village task forces;
(5) the Charter Revision Commission; and
(6) any other body created by the Village Council whether advisory or exercising delegated authority.

while acting in good faith within the scope of their official duties and official capacity on behalf of the Village.

(b) *Covered proceedings.* Coverage under this section applies to any claim, complaint, investigation, or proceeding arising from service in an official capacity on a Village board, commission, committee, task force, the Charter Revision Commission, or other body created by the Village Council, including but not limited to:

(1) administrative proceedings;
(2) ethics complaints before county, state, or federal ethics authorities;
(3) investigations or proceedings initiated by a state attorney, inspector general, or similar oversight or enforcement body;
(4) Sunshine Law complaints or investigations;
(5) quasi-judicial proceedings; or
(6) any similar legal or investigative challenge;

provided such matter arises from acts performed in good faith within the scope of official duties.

(c) *Defense*. Upon written request, the Village shall provide legal defense at the earliest practicable stage of any covered proceeding.

Defense may be provided by:

1. the Village Attorney; or

2. outside counsel retained by the Village consistent with applicable insurance requirements, if any.

Defense shall be provided unless and until a court of competent jurisdiction determines that the exclusions in subsection (f) apply.

(d) *Independent counsel*. A covered person may retain independent legal counsel of the covered person's choosing in connection with any covered proceeding arising from service within the scope of official duties.

(1) The Village shall reimburse reasonable attorney's fees and litigation expenses incurred by the covered person when:

(A) the matter arises from official duties; and

(B) the covered person acted in good faith within the scope of official duties and official capacity.

(2) Nothing in this subsection shall require a covered person to accept representation by the Village Attorney as a condition of eligibility for defense or reimbursement under this section.

(3) To the extent a cover person elects to retain his/her own legal counsel, the covered person shall not be entitled to reimbursement of legal fees, if any, until the final conclusion of the covered proceeding.

(4) Such reimbursement shall be authorized by the Village Council and shall be approved administratively upon certification of the Village Attorney that the requirements of this section are satisfied. However, in no event shall such reimbursement be paid to a person under any of the following circumstances:

(A) Conviction by a jury of any crime, irrespective of

whether adjudication of guilt is withheld by the court;

(B) A finding by the Commission on Ethics that the covered person violated any applicable ethics provision;

(C) A finding by the Miami-Dade Ethics Trust that the covered person willfully violated any applicable ethics provision involving misuse of office or personal financial benefit;

(D) A plea of guilty or nolo contendere has been entered on the covered person's behalf, irrespective of whether adjudication of guilt is withheld by the court; or

(E) A court stipulation has been entered into by the covered person wherein the covered person agrees to dispose of the charges by compromise rather than by adjudication of the merits of the issues by a court, jury or other adjudicatory body.

(5) *Request and Approval.* A written request for the reimbursement of legal defense ("Request") shall be submitted by the covered person and reviewed in accordance with the following procedure:

(A) A Request shall be submitted to and reviewed by the Village Manager except where the Village Manager;

(B) A Request shall be submitted within ninety (90) calendar days after the disposition of any proceeding which is the subject of this Section;

(C) A Request shall include the name, address, resume, and hourly rate of independent counsel, and a copy of the complaint, notice, charge, summons, process or other initiating pleading, the response and the final disposition of the complaint;

(D) The Village Council shall consider the Request at the next regular Village Council meeting after receipt of the Request, subject to notice requirements and agenda availability. The approval or denial is subject to the Village Attorney's concurrence that said Request is consistent with the requirements of this section.

(e) *Insurance coordination*. Implementation of this section shall be consistent with applicable insurance coverage and risk-management participation by the Village.

(f) *Appropriation*. Implementation of this section is subject to lawful appropriation of funds by the Village Council.

(g) *No private cause of action*. Nothing in this section shall be construed to create a private cause of action against the Village.

(h) *No waiver of sovereign immunity*. Nothing contained herein shall be deemed a waiver of sovereign immunity provided to the Village under Section 768.28, Florida Statutes.

(i) *Reservations of rights and immunities.* The provision or reimbursement of a legal defense as provided in in this Section, including those acts for which the defense may be provided and the extent of Village funds which may be expended, shall be ministerial upon satisfaction of the eligibility requirement.

(1) The Village reserves unto itself the right to deny approval of any request under this Section if it is determined by the Village Council to be beyond the scope of this section or inconsistent with the purposes of this section;

(2) The Village reserves unto itself the right to deny any request under this Section where the covered person has failed to select qualified Counsel, or where the proposed fee schedule is deemed unreasonable;

(3) The Village reserves unto itself the right to deny approval of any request under this Section where such covered

person fails to cooperate in good faith after written notice and opportunity to cure;

(4) The covered person shall reimburse the Village for any and all Village Funds expended for payment of legal expenses where it is later determined that the alleged act or omission was taken outside the course or scope of the employment or duties of the covered person, or where such covered person was adjudicated guilty of the alleged violation. The Village reserves unto itself the right to seek reimbursement and/or recovery from a covered person of all Village funds expended for payment of legal expenses in accordance with this section where it is later determined that the alleged act or omission was taken outside the course or scope of the employment or duties of the covered person, or where such covered person was adjudicated guilty of the alleged violation;

(5) Nothing in this section shall authorize the Village to provide for the legal defense of a covered person where the alleged act or omission was taken outside the course or scope of employment or duties of the covered person, or where the covered person has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;

(6) Nothing in this section shall authorize the Village to provide for the legal defense of a covered person where it is alleged that said covered person failed to comply with applicable financial and gift disclosure requirements mandated by Chapter 112, Florida Statutes, the Miami-Dade County Ethics Code, or any applicable Village ethics ordinances concerning financial and gift disclosure.

(7) Coverage shall apply regardless of whether the Village itself is named as a party to the proceeding.

Section 3. Implementation. The Village Manager and Village Attorney are authorized to administer 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 4th day of May, 2026.

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

Attest: _____ _____

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

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

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 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 ORDIANCES BY CREATING SECTION 2-161, "USE OF CERTAIN VILLAGE PROPERTY"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ordinance-Use of Certain Village Property-1st Reading

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING COUNCIL DISCUSSION; AMENDING THE CODE OF ORDIANCES BY CREATING SECTION 2-161, "USE OF CERTAIN VILLAGE PROPERTY"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, Article Vl, Division 1 of the Code of Ordinances prescribes certain general rules and procedures related to Village finance; and

WHEREAS, the Village wishes to clarify the manner in which certain Village property may be utilized, including the costs and waiver of any such costs; and

WHEREAS, for the protection of public property, the Council desires to create use restrictions for certain properties owned by the Village; and

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

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

Section 1. 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 2-161 "Use of Certain Village Property" of the Village Code of Ordinance is hereby created to read as follows:

Chapter 2 – Administration

Article VI – Finance

Division 1 – Generally

Section 2-161 – Use of Certain Village Property.

To the extent any person or entity seeks the use of vacant or undeveloped Village property, such person or entity shall be charged a reasonable fee as established by Administration unless said fee is otherwise waived by the Village Council.

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 4th day of May, 2026.

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

Attest: _____ _____

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

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

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 2026

SUBMITTED BY: Alessia Bencomo, 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, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF E. RODRIGUEZ LANDSCAPING, INC. TO PERFORM LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR THE PARKS AND RECREATION DEPARTMENT, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-007; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Parks Landscaping.doc
Reso - Parks Landscaping.docx
Exhibit A - Recommendation - ITB# 2026-12-007.pdf
Exhibit B - Tabulation and Bid Sheets - ITB# 2026-12-007.pdf
Exhibit C - ITB# 2026-12-007 - Parks Landscaping.pdf

Exhibit D - Bid - ABS.pdf
Exhibit E - Bid - Arazoza.pdf
Exhibit F - Bid - Brightview.pdf
Exhibit G - Bid - Crodon.pdf
Exhibit H - Bid - E. Rodriguez.pdf
Exhibit I - Bid - Rock and Rose.pdf
Exhibit J - Bid - SLLS.pdf
Exhibit K - Bid - The Green Experts.pdf

To: Honorable Mayor and Village Council

Date: April 21, 2026

From: Nick Marano, Village Manager

Re: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF E. RODRIGUEZ LANDSCAPING, INC. FOR LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR THE PARKS AND RECREATION DEPARTMENT, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-007; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THE PARKS AND RECREATION DEPARTMENT TO SERVICE THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; 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 provide landscape/grounds maintenance services for the Department of Parks and Recreation. The Village published an ITB# 2026-12-007 for the "Landscape/Grounds Maintenance Services (Parks & Recreation Department)" on March 16th, 2026, and received a total of eight (8) bids. E. Rodriguez Landscaping, Inc., was the lowest responsive, responsible Bidder.

FISCAL IMPACT:

Parks and Recreation Department will pay out of their annual budget for the maintenance and lawn care services they require.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-12-007
D. Bid – Able Business Services, Inc.
E. Bid – Arazoza Brothers Corporation
F. Bid – Brightview Landscaping Services, Inc.
G. Bid – Crodon, Inc.
H. Bid – E. Rodriguez Landscaping, Inc.

I. Bid – Rock & Rose Lawn Care, LLC.
J. Bid – Superior Landscaping & Lawn Service, Inc.
K. Bid – The Green Experts Landscaping, 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 E. RODRIGUEZ LANDSCAPING, INC. FOR LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR THE PARKS AND RECREATION DEPARTMENT, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-007; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THE PARKS AND RECREATION DEPARTMENT TO SERVICE THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village published an ITB# 2026-12-007 ("ITB") for the "Landscape/Grounds Maintenance Services (Parks & Recreation Department)" on March 16th, 2026; and

WHEREAS, the Village received a total of eight (8) bids on April 2nd, 2026; and

WHEREAS, E. Rodriguez Landscaping, 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 E. Rodriguez Landscaping, Inc. pursuant to ITB# 2026-12-007, entitled "Landscape/Grounds Maintenance Services (Parks & Recreation Department)" ("Project") is hereby approved. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement

with E. Rodriguez Landscaping, Inc. for three (3) years with an option to renew for an additional year not to exceed five (5) consecutive years at the sole discretion of the Village.

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 4th day of May 2026.

Attest:

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

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

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 04/15/2026

ITB#: 2026-12-007	**Item/Service:** Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of nine (9) bids received, Able Business Services, Inc., Arazoza Brothers Corporation, Brightview Landscaping Services, Inc., Crodon, Inc., E. Rodriguez Landscaping, Inc., Rock & Rose Lawn Care, LLC., Superior Landscaping & Lawn Service, Inc., and The Green Experts Landscaping, LLC.

II. Recommendation:

a. Which bid is being recommended? **E. Rodriguez Landscaping, 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 May 4th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

4/21/26

Nick Marano, Village Manager

	Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
Locations	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**
Exhibit A / FINAL RANK	5	6	3	**N/A**	1	2	7	4
				*Non-responsive				

				Able Business Services, Inc.		Arazoza Brothers Corporation		Brightview Landscaping Services, Inc.		Crodon, Inc.	
Locations	**Service**	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	
Coral Reef Park	Mowing	30	$ 420.00	$ 12,600.00	$ 266.67	$ 8,000.00	$ 801.46	$ 24,043.80	$ 800.00	$ 24,000.00	
Palmetto Bay Park	Mowing	30	$ 315.00	$ 9,450.00	$ 200.00	$ 6,000.00	$ 380.03	$ 11,400.90	$ 600.00	$ 18,000.00	
Ludovici Park	Mowing	30	$ 160.00	$ 4,800.00	$ 175.00	$ 5,250.00	$ 84.01	$ 2,520.30	$ 300.00	$ 9,000.00	
The Woods	Mowing	24	$ -	$ -	$ 133.33	$ 3,200.00	$ 144.33	$ 3,463.92	$ -	$ -	
Perrine Community House	Mowing	30	$ 80.00	$ 2,400.00	$ 40.00	$ 1,200.00	$ 15.81	$ 474.30	$ 50.00	$ 1,500.00	
Perrine Wayside Dog Park	Mowing	24	$ 500.00	$ 12,000.00	$ 166.67	$ 4,000.00	$ 78.21	$ 1,877.04	$ 150.00	$ 3,600.00	
Veterans Park (future bid proposal)	Mowing	30	$ -	$ -	$ 150.00	$ 4,500.00	$ -	$ -	$ 200.00	$ 6,000.00	
Coral Reef Park	Weed-Eating	30	$ 320.00	$ 9,600.00	$ 66.67	$ 2,000.00	$ 801.46	$ 24,043.80	$ 600.00	$ 18,000.00	
Palmetto Bay Park	Weed-Eating	30	$ 215.00	$ 6,450.00	$ 133.33	$ 4,000.00	$ 380.03	$ 11,400.90	$ 400.00	$ 12,000.00	
Ludovici Park	Weed-Eating	30	$ 160.00	$ 4,800.00	$ 91.67	$ 2,750.00	$ 84.01	$ 2,520.30	$ 300.00	$ 9,000.00	
The Woods	Weed-Eating	24	$ -	$ -	$ 62.50	$ 1,500.00	$ 48.11	$ 1,154.64	$ -	$ -	
Perrine Community House	Weed-Eating	30	$ 80.00	$ 2,400.00	$ 30.00	$ 900.00	$ 15.81	$ 474.30	$ 50.00	$ 1,500.00	
Perrine Wayside Dog Park	Weed-Eating	24	$ 325.00	$ 7,800.00	$ 62.50	$ 1,500.00	$ 78.21	$ 1,877.04	$ 150.00	$ 3,600.00	
Veterans Park (future bid proposal)	Weed-Eating	30	$ -	$ -	$ 66.67	$ 2,000.00	$ -	$ -	$ 50.00	$ 1,500.00	
Coral Reef Park	Edging	30	$ 110.00	$ 3,300.00	$ 200.00	$ 6,000.00	$ 74.02	$ 2,220.60	$ 200.00	$ 6,000.00	
Palmetto Bay Park	Edging	30	$ 110.00	$ 3,300.00	$ 133.33	$ 4,000.00	$ 40.00	$ 1,200.00	$ 200.00	$ 6,000.00	
Ludovici Park	Edging	30	$ 60.00	$ 1,800.00	$ 100.00	$ 3,000.00	$ 12.02	$ 360.60	$ 100.00	$ 3,000.00	
The Woods	Edging	24	$ -	$ -	$ 75.00	$ 1,800.00	Included	Included	$ -	$ -	
Perrine Community House	Edging	30	$ 30.00	$ 900.00	$ 16.67	$ 500.00	$ 8.40	$ 252.00	$ 50.00	$ 1,500.00	
Perrine Wayside Dog Park	Edging	24	$ 60.00	$ 1,440.00	$ 83.33	$ 2,000.00	$ 20.80	$ 499.20	$ 50.00	$ 1,200.00	
Veterans Park (future bid proposal)	Edging	30	$ -	$ -	$ 83.33	$ 2,500.00	$ -	$ -	$ 50.00	$ 1,500.00	
Coral Reef Park	Hedge/Shrubbery Trimming	12	$ 225.00	$ 2,700.00	$ 250.00	$ 3,000.00	$ 506.83	$ 6,081.96	$ 400.00	$ 4,800.00	
Palmetto Bay Park	Hedge/Shrubbery Trimming	12	$ 125.00	$ 1,500.00	$ 145.83	$ 1,750.00	$ 800.04	$ 9,600.48	$ 200.00	$ 2,400.00	
Ludovici Park	Hedge/Shrubbery Trimming	12	$ 110.00	$ 1,320.00	$ 375.00	$ 4,500.00	$ 640.03	$ 7,680.36	$ 200.00	$ 2,400.00	
The Woods	Hedge/Shrubbery Trimming	12	$ -	$ -	$ 41.67	$ 500.00	Included	Included	$ -	$ -	
Perrine Community House	Hedge/Shrubbery Trimming	12	$ 30.00	$ 360.00	$ 41.67	$ 500.00	$ 49.20	$ 590.40	$ 50.00	$ 600.00	
Perrine Wayside Dog Park	Hedge/Shrubbery Trimming	12	$ 200.00	$ 2,400.00	$ 125.00	$ 1,500.00	$ 220.04	$ 2,640.48	$ 50.00	$ 600.00	
Veterans Park (future bid proposal)	Hedge/Shrubbery Trimming	12	$ -	$ -	$ 133.33	$ 1,600.00	$ -	$ -	$ 50.00	$ 600.00	
Coral Reef Park	Weed Control	30	$ 125.00	$ 3,750.00	$ 266.67	$ 8,000.00	$ 62.06	$ 1,861.80	$ 200.00	$ 6,000.00	
Palmetto Bay Park	Weed Control	30	$ 125.00	$ 3,750.00	$ 196.67	$ 5,900.00	$ 96.17	$ 2,885.10	$ 200.00	$ 6,000.00	
Ludovici Park	Weed Control	30	$ 60.00	$ 1,800.00	$ 131.67	$ 3,950.00	$ 32.18	$ 965.40	$ 100.00	$ 3,000.00	
The Woods	Weed Control	24	$ -	$ -	$ 83.33	$ 2,000.00	Included	Included	$ -	$ -	
Perrine Community House	Weed Control	30	$ 30.00	$ 900.00	$ 11.67	$ 350.00	$ 3.34	$ 100.20	$ 50.00	$ 1,500.00	
Perrine Wayside Dog Park	Weed Control	24	$ 125.00	$ 3,000.00	$ 75.00	$ 1,800.00	$ 21.52	$ 516.48	$ 50.00	$ 1,200.00	
Veterans Park (future bid proposal)	Weed Control	30	$ -	$ -	$ 66.67	$ 2,000.00	$ -	$ -	$ 50.00	$ 1,500.00	
Coral Reef Park	Litter/Leaf Control	30	$ 150.00	$ 4,500.00	$ 216.67	$ 6,500.00	Included	Included	$ 200.00	$ 6,000.00	
Palmetto Bay Park	Litter/Leaf Control	30	$ 180.00	$ 5,400.00	$ 166.67	$ 5,000.00	Included	Included	$ 100.00	$ 3,000.00	
Ludovici Park	Litter/Leaf Control	30	$ 180.00	$ 5,400.00	$ 133.33	$ 4,000.00	Included	Included	$ 100.00	$ 3,000.00	
The Woods	Litter/Leaf Control	24	$ -	$ -	$ 62.50	$ 1,500.00	Included	Included	$ -	$ -	
Perrine Community House	Litter/Leaf Control	30	$ 50.00	$ 1,500.00	$ 16.67	$ 500.00	Included	Included	$ 50.00	$ 1,500.00	

Perrine Wayside Dog Park	Litter/Leaf Control	24	$ 180.00	$ 4,320.00	$ 104.17	$ 2,500.00	Included	Included	$ 50.00	$ 1,200.00
Veterans Park (future bid proposal)	Litter/Leaf Control	30	$ -	$ -	$ 66.67	$ 2,000.00	$ -	$ -	$ 50.00	$ 1,500.00
Coral Reef Park	Palm and Hardwood Trimming	12	$ 1,200.00	$ 14,400.00	$ 2,500.00	$ 30,000.00	Included	Included	$ -	$ -
Palmetto Bay Park	Palm and Hardwood Trimming	12	$ 1,200.00	$ 14,400.00	$ 1,625.00	$ 19,500.00	Included	Included	$ -	$ -
Ludovici Park	Palm and Hardwood Trimming	12	$ 1,200.00	$ 14,400.00	$ 1,250.00	$ 15,000.00	Included	Included	$ -	$ -
The Woods	Palm and Hardwood Trimming	12	$ -	$ -	$ 125.00	$ 1,500.00	Included	Included	$ -	$ -
Perrine Community House	Palm and Hardwood Trimming	12	$ 600.00	$ 7,200.00	$ 75.00	$ 900.00	Included	Included	$ -	$ -
Perrine Wayside Dog Park	Palm and Hardwood Trimming	12	$ 1,200.00	$ 14,400.00	$ 750.00	$ 9,000.00	Included	Included	$ -	$ -
Veterans Park (future bid proposal)	Palm and Hardwood Trimming	12	$ -	$ -	$ 833.33	$ 10,000.00	$ -	$ -	$ -	$ -
Coral Reef Park	Irrigation System Management		$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 11,104.11	$ 11,104.11	$ -	$ -
Palmetto Bay Park	Irrigation System Management		$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 12,041.54	$ 12,041.54	$ -	$ -
Ludovici Park	Irrigation System Management		$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 752.55	$ 752.55	$ -	$ -
The Woods	Irrigation System Management		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Perrine Community House	Irrigation System Management		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Perrine Wayside Dog Park	Irrigation System Management		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Veterans Park (future bid proposal)	Irrigation System Management				$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -
BID TOTAL				**$ 205,440.00**		**$ 221,350.00**		**$ 146,604.50**		**$ 173,700.00**
RANK				**5**		**6**		**3**		**N/A**
										*Used Old Bid Sheets

			E. Rodriguez Landscaping, Inc.			Rock & Rose Lawn Care, LLC.		Superior Landscaping & Lawn Service, Inc.		The Green Experts Landscaping, LLC.	
Locations	**Service**	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	
Coral Reef Park	Mowing	30	$ 400.00	$ 12,000.00	$ 450.00	$ 13,500.00	$ 850.00	$ 25,500.00	$ 1,504.00	$ 45,120.00	
Palmetto Bay Park	Mowing	30	$ 300.00	$ 9,000.00	$ 350.00	$ 10,500.00	$ 950.00	$ 28,500.00	$ 630.00	$ 18,900.00	
Ludovici Park	Mowing	30	$ 150.00	$ 4,500.00	$ 200.00	$ 6,000.00	$ 475.00	$ 14,250.00	$ 125.00	$ 3,750.00	
The Woods	Mowing	24	$ 100.00	$ 2,400.00	$ 70.00	$ 1,680.00	$ 343.00	$ 8,232.00	$ 35.00	$ 840.00	
Perrine Community House	Mowing	30	$ 16.00	$ 480.00	$ 20.00	$ 600.00	$ 95.00	$ 2,850.00	$ 20.00	$ 600.00	
Perrine Wayside Dog Park	Mowing	24	$ 75.00	$ 1,800.00	$ 25.00	$ 600.00	$ 243.00	$ 5,832.00	$ 35.00	$ 840.00	
Veterans Park (future bid proposal)	Mowing	30	$ 80.00	$ 2,400.00	$ 25.00	$ 750.00	$ 138.40	$ 4,152.00	$ -	$ -	
Coral Reef Park	Weed-Eating	30	$ 300.00	$ 9,000.00	$ 300.00	$ 9,000.00	$ 350.00	$ 10,500.00	$ 250.00	$ 7,500.00	
Palmetto Bay Park	Weed-Eating	30	$ 200.00	$ 6,000.00	$ 250.00	$ 7,500.00	$ 200.00	$ 6,000.00	$ 190.00	$ 5,700.00	
Ludovici Park	Weed-Eating	30	$ 150.00	$ 4,500.00	$ 200.00	$ 6,000.00	$ 150.00	$ 4,500.00	$ 95.00	$ 2,850.00	
The Woods	Weed-Eating	24	$ 55.00	$ 1,320.00	$ 70.00	$ 1,680.00	$ 125.00	$ 3,000.00	$ 35.00	$ 840.00	
Perrine Community House	Weed-Eating	30	$ 9.60	$ 288.00	$ 20.00	$ 600.00	$ 15.00	$ 450.00	$ 15.00	$ 450.00	
Perrine Wayside Dog Park	Weed-Eating	24	$ 75.00	$ 1,800.00	$ 25.00	$ 600.00	$ 70.00	$ 1,680.00	$ 35.00	$ 840.00	
Veterans Park (future bid proposal)	Weed-Eating	30	$ 16.00	$ 480.00	$ 25.00	$ 750.00	$ 16.00	$ 480.00	$ -	$ -	
Coral Reef Park	Edging	30	$ 100.00	$ 3,000.00	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 250.00	$ 7,500.00	
Palmetto Bay Park	Edging	30	$ 100.00	$ 3,000.00	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 190.00	$ 5,700.00	
Ludovici Park	Edging	30	$ 50.00	$ 1,500.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 70.00	$ 2,100.00	
The Woods	Edging	24	$ 55.00	$ 1,320.00	$ 70.00	$ 1,680.00	$ 100.00	$ 2,400.00	$ 35.00	$ 840.00	
Perrine Community House	Edging	30	$ 9.60	$ 288.00	$ 20.00	$ 600.00	$ 15.00	$ 450.00	$ 15.00	$ 450.00	
Perrine Wayside Dog Park	Edging	24	$ 25.00	$ 600.00	$ 25.00	$ 600.00	$ 70.00	$ 1,680.00	$ 35.00	$ 840.00	
Veterans Park (future bid proposal)	Edging	30	$ 16.00	$ 480.00	$ 25.00	$ 750.00	$ 16.00	$ 480.00	$ -	$ -	

Coral Reef Park	Hedge/Shrubbery Trimming	12	$ 200.00	$ 2,400.00	$ 250.00	$ 3,000.00	$ 593.00	$ 7,116.00	$ 250.00	$ 3,000.00
Palmetto Bay Park	Hedge/Shrubbery Trimming	12	$ 100.00	$ 1,200.00	$ 150.00	$ 1,800.00	$ 780.00	$ 9,360.00	$ 2,000.00	$ 24,000.00
Ludovici Park	Hedge/Shrubbery Trimming	12	$ 100.00	$ 1,200.00	$ 150.00	$ 1,800.00	$ 350.00	$ 4,200.00	$ 125.00	$ 1,500.00
The Woods	Hedge/Shrubbery Trimming	12	$ 55.00	$ 660.00	$ 70.00	$ 840.00	$ 250.00	$ 3,000.00	$ 35.00	$ 420.00
Perrine Community House	Hedge/Shrubbery Trimming	12	$ 12.00	$ 144.00	$ 20.00	$ 240.00	$ 45.00	$ 540.00	$ 35.00	$ 420.00
Perrine Wayside Dog Park	Hedge/Shrubbery Trimming	12	$ 25.00	$ 300.00	$ 25.00	$ 300.00	$ 100.00	$ 1,200.00	$ 140.00	$ 1,680.00
Veterans Park (future bid proposal)	Hedge/Shrubbery Trimming	12	$ 20.00	$ 240.00	$ 25.00	$ 300.00	$ 20.00	$ 240.00	$ -	$ -
Coral Reef Park	Weed Control	30	$ 100.00	$ 3,000.00	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 120.00	$ 3,600.00
Palmetto Bay Park	Weed Control	30	$ 100.00	$ 3,000.00	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 70.00	$ 2,100.00
Ludovici Park	Weed Control	30	$ 50.00	$ 1,500.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	$ 70.00	$ 2,100.00
The Woods	Weed Control	24	$ 55.00	$ 1,320.00	$ 70.00	$ 1,680.00	$ 50.00	$ 1,200.00	$ 35.00	$ 840.00
Perrine Community House	Weed Control	30	$ 9.60	$ 288.00	$ 20.00	$ 600.00	$ 15.00	$ 450.00	$ 15.00	$ 450.00
Perrine Wayside Dog Park	Weed Control	24	$ 25.00	$ 600.00	$ 25.00	$ 600.00	$ 70.00	$ 1,680.00	$ 20.00	$ 480.00
Veterans Park (future bid proposal)	Weed Control	30	$ 16.00	$ 480.00	$ 25.00	$ 750.00	$ 16.00	$ 480.00	$ -	$ -
Coral Reef Park	Litter/Leaf Control	30	$ 100.00	$ 3,000.00	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 250.00	$ 7,500.00
Palmetto Bay Park	Litter/Leaf Control	30	$ 50.00	$ 1,500.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 250.00	$ 7,500.00
Ludovici Park	Litter/Leaf Control	30	$ 50.00	$ 1,500.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	$ 100.00	$ 3,000.00
The Woods	Litter/Leaf Control	24	$ 55.00	$ 1,320.00	$ 70.00	$ 1,680.00	$ 50.00	$ 1,200.00	$ 35.00	$ 840.00
Perrine Community House	Litter/Leaf Control	30	$ 9.60	$ 288.00	$ 20.00	$ 600.00	$ 15.00	$ 450.00	$ 15.00	$ 450.00
Perrine Wayside Dog Park	Litter/Leaf Control	24	$ 25.00	$ 600.00	$ 25.00	$ 600.00	$ 70.00	$ 1,680.00	$ 20.00	$ 480.00
Veterans Park (future bid proposal)	Litter/Leaf Control	30	$ 16.00	$ 480.00	$ 25.00	$ 750.00	$ 16.00	$ 480.00	$ -	$ -
Coral Reef Park	Palm and Hardwood Trimming	12	$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	$ 306.67	$ 3,680.00	$ 200.00	$ 2,400.00
Palmetto Bay Park	Palm and Hardwood Trimming	12	$ 100.00	$ 1,200.00	$ 50.00	$ 600.00	$ 310.00	$ 3,720.00	$ 150.00	$ 1,800.00
Ludovici Park	Palm and Hardwood Trimming	12	$ -	$ -	$ 50.00	$ 600.00	$ 291.67	$ 3,500.00	$ 85.00	$ 1,020.00
The Woods	Palm and Hardwood Trimming	12	$ -	$ -	$ 70.00	$ 840.00	$ 278.33	$ 3,340.00	$ 35.00	$ 420.00
Perrine Community House	Palm and Hardwood Trimming	12	$ -	$ -	$ 20.00	$ 240.00	$ 18.33	$ 220.00	$ 25.00	$ 300.00
Perrine Wayside Dog Park	Palm and Hardwood Trimming	12	$ -	$ -	$ 25.00	$ 300.00	$ 285.00	$ 3,420.00	$ 25.00	$ 300.00
Veterans Park (future bid proposal)	Palm and Hardwood Trimming	12	$ -	$ -	$ 25.00	$ 300.00	$ 166.67	$ 2,000.00	$ -	$ -
Coral Reef Park	Irrigation System Management		$ -	$ -	$ -	No Bid	$ 5,654.00	$ 5,654.00	$ 120.00	$ 120.00
Palmetto Bay Park	Irrigation System Management		$ -	$ -	$ -	No Bid	$ 5,654.00	$ 5,654.00	$ 120.00	$ 120.00
Ludovici Park	Irrigation System Management		$ -	$ -	$ -	No Bid	$ 5,654.00	$ 5,654.00	$ 45.00	$ 45.00
The Woods	Irrigation System Management		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Perrine Community House	Irrigation System Management		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Perrine Wayside Dog Park	Irrigation System Management		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Veterans Park (future bid proposal)	Irrigation System Management		$ -	$ -	$ -	$ -	$ 5,654.00	$ 5,654.00	$ -	$ -
BID TOTAL				**$ 93,576.00**		**$ 117,510.00**		**$ 228,208.00**		**$ 172,545.00**
RANK				**1**		**2**		**7**		**4**

Able Business Services			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 420.00	$ 12,600.00	$ 315.00	$ 9,450.00	$ 160.00	$ 4,800.00	24	No Bid	No Bid
Weed-Eating	30	$ 320.00	$ 9,600.00	$ 215.00	$ 6,450.00	$ 160.00	$ 4,800.00	24	No Bid	No Bid
Edging	30	$ 110.00	$ 3,300.00	$ 110.00	$ 3,300.00	$ 60.00	$ 1,800.00	24	No Bid	No Bid
Hedge/Shubbery Trimming	12	$ 225.00	$ 2,700.00	$ 125.00	$ 1,500.00	$ 110.00	$ 1,320.00	12	No Bid	No Bid
Weed Control	30	$ 125.00	$ 3,750.00	$ 125.00	$ 3,750.00	$ 60.00	$ 1,800.00	24	No Bid	No Bid
Litter/Leaf Control	30	$ 150.00	$ 4,500.00	$ 180.00	$ 5,400.00	$ 180.00	$ 5,400.00	24	No Bid	No Bid
Palm and Hardwood Trimming	12	$ 1,200.00	$ 14,400.00	$ 1,200.00	$ 14,400.00	$ 1,200.00	$ 14,400.00	12	No Bid	No Bid
Irrigation System	N/A	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 55,850.00**		**$ 49,250.00**		**$ 39,320.00**			**$ -**

Able Business Services			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 80.00	$ 2,400.00	24	$ 500.00	$ 12,000.00	No Bid	No Bid
Weed-Eating	30	$ 80.00	$ 2,400.00	24	$ 325.00	$ 7,800.00	No Bid	No Bid
Edging	30	$ 30.00	$ 900.00	24	$ 60.00	$ 1,440.00	No Bid	No Bid
Hedge/Shubbery Trimming	12	$ 30.00	$ 360.00	12	$ 200.00	$ 2,400.00	No Bid	No Bid
Weed Control	30	$ 30.00	$ 900.00	24	$ 125.00	$ 3,000.00	No Bid	No Bid
Litter/Leaf Control	30	$ 50.00	$ 1,500.00	24	$ 180.00	$ 4,320.00	No Bid	No Bid
Palm and Hardwood Trimming	12	$ 600.00	$ 7,200.00	12	$ 1,200.00	$ 14,400.00	No Bid	No Bid
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	No Bid	No Bid
Total Annual Cost Per Facility			**$ 15,660.00**			**$ 45,360.00**		**$ -**

Total Annual Cost All Facilities	**$ 205,440.00**
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 205,440.00**

Arazoza Brothers Corporation			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 266.67	$ 8,000.00	$ 200.00	$ 6,000.00	$ 175.00	$ 5,250.00	24	$ 133.33	$ 3,200.00
Weed-Eating	30	$ 66.67	$ 2,000.00	$ 133.33	$ 4,000.00	$ 91.67	$ 2,750.00	24	$ 62.50	$ 1,500.00
Edging	30	$ 200.00	$ 6,000.00	$ 133.33	$ 4,000.00	$ 100.00	$ 3,000.00	24	$ 75.00	$ 1,800.00
Hedge/Shubbery Trimming	12	$ 250.00	$ 3,000.00	$ 145.83	$ 1,750.00	$ 375.00	$ 4,500.00	12	$ 41.67	$ 500.00
Weed Control	30	$ 266.67	$ 8,000.00	$ 196.67	$ 5,900.00	$ 131.67	$ 3,950.00	24	$ 83.33	$ 2,000.00
Litter/Leaf Control	30	$ 216.67	$ 6,500.00	$ 166.67	$ 5,000.00	$ 133.33	$ 4,000.00	24	$ 62.50	$ 1,500.00
Palm and Hardwood Trimming	12	$ 2,500.00	$ 30,000.00	$ 1,625.00	$ 19,500.00	$ 1,250.00	$ 15,000.00	12	$ 125.00	$ 1,500.00
Irrigation System	N/A	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 66,500.00**		**$ 48,650.00**		**$ 40,450.00**			**$ 12,000.00**

Arazoza Brothers Corporation			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 40.00	$ 1,200.00	24	$ 166.67	$ 4,000.00	$ 150.00	$ 4,500.00
Weed-Eating	30	$ 30.00	$ 900.00	24	$ 62.50	$ 1,500.00	$ 66.67	$ 2,000.00
Edging	30	$ 16.67	$ 500.00	24	$ 83.33	$ 2,000.00	$ 83.33	$ 2,500.00
Hedge/Shubbery Trimming	12	$ 41.67	$ 500.00	12	$ 125.00	$ 1,500.00	$ 133.33	$ 1,600.00
Weed Control	30	$ 11.67	$ 350.00	24	$ 75.00	$ 1,800.00	$ 66.67	$ 2,000.00
Litter/Leaf Control	30	$ 16.67	$ 500.00	24	$ 104.17	$ 2,500.00	$ 66.67	$ 2,000.00
Palm and Hardwood Trimming	12	$ 75.00	$ 900.00	12	$ 750.00	$ 9,000.00	$ 833.33	$ 10,000.00
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	$ 2,000.00	$ 2,000.00
Total Annual Cost Per Facility			**$ 4,850.00**			**$ 22,300.00**		**$ 26,600.00**

Total Annual Cost All Facilities	**$ 221,350.00**
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 194,750.00**

Brightview Landscaping Services, Inc.			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 801.46	$ 24,043.80	$ 380.03	$ 11,400.90	$ 84.01	$ 2,520.30	24	$ 144.33	$ 3,463.92
Weed-Eating	30	$ 801.46	$ 24,043.80	$ 380.03	$ 11,400.90	$ 84.01	$ 2,520.30	24	$ 48.11	$ 1,154.64
Edging	30	$ 74.02	$ 2,220.60	$ 40.00	$ 1,200.00	$ 12.02	$ 360.60	24	Included	Included
Hedge/Shubbery Trimming	12	$ 506.83	$ 6,081.96	$ 800.04	$ 9,600.48	$ 640.03	$ 7,680.36	12	Included	Included
Weed Control	30	$ 62.06	$ 1,861.80	$ 96.17	$ 2,885.10	$ 32.18	$ 965.40	24	Included	Included
Litter/Leaf Control	30	Included	Included	Included	Included	Included	Included	24	Included	Included
Palm and Hardwood Trimming	12	Included	Included	Included	Included	Included	Included	12	Included	Included
Irrigation System	N/A	$ 11,104.11	$ 11,104.11	$ 12,041.54	$ 12,041.54	$ 752.55	$ 752.55	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 69,356.07**		**$ 48,528.92**		**$ 14,799.51**			**$ 4,618.56**

Brightview Landscaping Services, Inc.			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 15.81	$ 474.30	24	$ 78.21	$ 1,877.04	No Bid	No Bid
Weed-Eating	30	$ 15.81	$ 474.30	24	$ 78.21	$ 1,877.04	No Bid	No Bid
Edging	30	$ 8.40	$ 252.00	24	$ 20.80	$ 499.20	No Bid	No Bid
Hedge/Shubbery Trimming	12	$ 49.20	$ 590.40	12	$ 220.04	$ 2,640.48	No Bid	No Bid
Weed Control	30	$ 3.34	$ 100.20	24	$ 21.52	$ 516.48	No Bid	No Bid
Litter/Leaf Control	30	Included	Included	24	Included	Included	No Bid	No Bid
Palm and Hardwood Trimming	12	Included	Included	12	Included	Included	No Bid	No Bid
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	No Bid	No Bid
Total Annual Cost Per Facility			**$ 1,891.20**			**$ 7,410.24**		**$ -**

Total Annual Cost All Facilities	**$ 146,604.50**
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 146,604.50**

Crodon, Inc.			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 800.00	$ 24,000.00	$ 600.00	$ 18,000.00	$ 300.00	$ 9,000.00	24	No Bid	No Bid
Weed-Eating	30	$ 600.00	$ 18,000.00	$ 400.00	$ 12,000.00	$ 300.00	$ 9,000.00	24	No Bid	No Bid
Edging	30	$ 200.00	$ 6,000.00	$ 200.00	$ 6,000.00	$ 100.00	$ 3,000.00	24	No Bid	No Bid
Hedge/Shubbery Trimming	12	$ 400.00	$ 4,800.00	$ 200.00	$ 2,400.00	$ 200.00	$ 2,400.00	12	No Bid	No Bid
Weed Control	30	$ 200.00	$ 6,000.00	$ 200.00	$ 6,000.00	$ 100.00	$ 3,000.00	24	No Bid	No Bid
Litter/Leaf Control	30	$ 200.00	$ 6,000.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	24	No Bid	No Bid
Palm and Hardwood Trimming	12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	12	No Bid	No Bid
Irrigation System	N/A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Annual Cost Per Facility			**$ 64,800.00**		**$ 47,400.00**		**$ 29,400.00**			**$ -**

Crodon, Inc.			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 50.00	$ 1,500.00	24	$ 150.00	$ 3,600.00	$ 200.00	$ 6,000.00
Weed-Eating	30	$ 50.00	$ 1,500.00	24	$ 150.00	$ 3,600.00	$ 50.00	$ 1,500.00
Edging	30	$ 50.00	$ 1,500.00	24	$ 50.00	$ 1,200.00	$ 50.00	$ 1,500.00
Hedge/Shubbery Trimming	12	$ 50.00	$ 600.00	12	$ 50.00	$ 600.00	$ 50.00	$ 600.00
Weed Control	30	$ 50.00	$ 1,500.00	24	$ 50.00	$ 1,200.00	$ 50.00	$ 1,500.00
Litter/Leaf Control	30	$ 50.00	$ 1,500.00	24	$ 50.00	$ 1,200.00	$ 50.00	$ 1,500.00
Palm and Hardwood Trimming	12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Irrigation System	N/A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Total Annual Cost Per Facility			**$ 8,100.00**			**$ 11,400.00**		**$ 12,600.00**

Total Annual Cost All Facilities	**$ 173,700.00**	*Used Old Bid Sheets
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 161,100.00**	

E. Rodriguez Landscaping, Inc.			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 400.00	$ 12,000.00	$ 300.00	$ 9,000.00	$ 150.00	$ 4,500.00	24	$ 100.00	$ 2,400.00
Weed-Eating	30	$ 300.00	$ 9,000.00	$ 200.00	$ 6,000.00	$ 150.00	$ 4,500.00	24	$ 55.00	$ 1,320.00
Edging	30	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	24	$ 55.00	$ 1,320.00
Hedge/Shubbery Trimming	12	$ 200.00	$ 2,400.00	$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	12	$ 55.00	$ 660.00
Weed Control	30	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	24	$ 55.00	$ 1,320.00
Litter/Leaf Control	30	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	$ 50.00	$ 1,500.00	24	$ 55.00	$ 1,320.00
Palm and Hardwood Trimming	12	$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	$ -	$ -	12	$ -	$ -
Irrigation System	N/A	$ -	$ -	$ -	$ -	$ -	$ -	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 33,600.00**		**$ 24,900.00**		**$ 14,700.00**			**$ 8,340.00**

E. Rodriguez Landscaping, Inc.			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 16.00	$ 480.00	24	$ 75.00	$ 1,800.00	$ 80.00	$ 2,400.00
Weed-Eating	30	$ 9.60	$ 288.00	24	$ 75.00	$ 1,800.00	$ 16.00	$ 480.00
Edging	30	$ 9.60	$ 288.00	24	$ 25.00	$ 600.00	$ 16.00	$ 480.00
Hedge/Shubbery Trimming	12	$ 12.00	$ 144.00	12	$ 25.00	$ 300.00	$ 20.00	$ 240.00
Weed Control	30	$ 9.60	$ 288.00	24	$ 25.00	$ 600.00	$ 16.00	$ 480.00
Litter/Leaf Control	30	$ 9.60	$ 288.00	24	$ 25.00	$ 600.00	$ 16.00	$ 480.00
Palm and Hardwood Trimming	12	$ -	$ -	12	$ -	$ -	$ -	$ -
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	$ -	$ -
Total Annual Cost Per Facility			**$ 1,776.00**			**$ 5,700.00**		**$ 4,560.00**

Total Annual Cost All Facilities	**$ 93,576.00**
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 89,016.00**

Rock & Rose Lawn Care, LLC.			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 450.00	$ 13,500.00	$ 350.00	$ 10,500.00	$ 200.00	$ 6,000.00	24	$ 70.00	$ 1,680.00
Weed-Eating	30	$ 300.00	$ 9,000.00	$ 250.00	$ 7,500.00	$ 200.00	$ 6,000.00	24	$ 70.00	$ 1,680.00
Edging	30	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00	24	$ 70.00	$ 1,680.00
Hedge/Shubbery Trimming	12	$ 250.00	$ 3,000.00	$ 150.00	$ 1,800.00	$ 150.00	$ 1,800.00	12	$ 70.00	$ 840.00
Weed Control	30	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00	24	$ 70.00	$ 1,680.00
Litter/Leaf Control	30	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00	$ 100.00	$ 3,000.00	24	$ 70.00	$ 1,680.00
Palm and Hardwood Trimming	12	$ 100.00	$ 1,200.00	$ 50.00	$ 600.00	$ 50.00	$ 600.00	12	$ 70.00	$ 840.00
Irrigation System	N/A	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 40,200.00**		**$ 32,400.00**		**$ 23,400.00**			**$ 10,080.00**

Rock & Rose Lawn Care, LLC.			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 20.00	$ 600.00	24	$ 25.00	$ 600.00	$ 25.00	$ 750.00
Weed-Eating	30	$ 20.00	$ 600.00	24	$ 25.00	$ 600.00	$ 25.00	$ 750.00
Edging	30	$ 20.00	$ 600.00	24	$ 25.00	$ 600.00	$ 25.00	$ 750.00
Hedge/Shubbery Trimming	12	$ 20.00	$ 240.00	12	$ 25.00	$ 300.00	$ 25.00	$ 300.00
Weed Control	30	$ 20.00	$ 600.00	24	$ 25.00	$ 600.00	$ 25.00	$ 750.00
Litter/Leaf Control	30	$ 20.00	$ 600.00	24	$ 25.00	$ 600.00	$ 25.00	$ 750.00
Palm and Hardwood Trimming	12	$ 20.00	$ 240.00	12	$ 25.00	$ 300.00	$ 25.00	$ 300.00
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	No Bid	No Bid
Total Annual Cost Per Facility			**$ 3,480.00**			**$ 3,600.00**		**$ 4,350.00**

Total Annual Cost All Facilities	**$ 117,510.00**
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 113,160.00**

Superior Landscaping & Lawn Service, Inc.			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 850.00	$ 25,500.00	$ 950.00	$ 28,500.00	$ 475.00	$ 14,250.00	24	$ 343.00	$ 8,232.00
Weed-Eating	30	$ 350.00	$ 10,500.00	$ 200.00	$ 6,000.00	$ 150.00	$ 4,500.00	24	$ 125.00	$ 3,000.00
Edging	30	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00	24	$ 100.00	$ 2,400.00
Hedge/Shubbery Trimming	12	$ 593.00	$ 7,116.00	$ 780.00	$ 9,360.00	$ 350.00	$ 4,200.00	12	$ 250.00	$ 3,000.00
Weed Control	30	$ 150.00	$ 4,500.00	$ 150.00	$ 4,500.00	$ 50.00	$ 1,500.00	24	$ 50.00	$ 1,200.00
Litter/Leaf Control	30	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	24	$ 50.00	$ 1,200.00
Palm and Hardwood Trimming	12	$ 306.67	$ 3,680.00	$ 310.00	$ 3,720.00	$ 291.67	$ 3,500.00	12	$ 278.33	$ 3,340.00
Irrigation System	N/A	$ 5,654.00	$ 5,654.00	$ 5,654.00	$ 5,654.00	$ 5,654.00	$ 5,654.00	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 65,950.00**		**$ 65,234.00**		**$ 38,104.00**			**$ 22,372.00**

Superior Landscaping & Lawn Service, Inc.			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 95.00	$ 2,850.00	24	$ 243.00	$ 5,832.00	$ 138.40	$ 4,152.00
Weed-Eating	30	$ 15.00	$ 450.00	24	$ 70.00	$ 1,680.00	$ 16.00	$ 480.00
Edging	30	$ 15.00	$ 450.00	24	$ 70.00	$ 1,680.00	$ 16.00	$ 480.00
Hedge/Shubbery Trimming	12	$ 45.00	$ 540.00	12	$ 100.00	$ 1,200.00	$ 20.00	$ 240.00
Weed Control	30	$ 15.00	$ 450.00	24	$ 70.00	$ 1,680.00	$ 16.00	$ 480.00
Litter/Leaf Control	30	$ 15.00	$ 450.00	24	$ 70.00	$ 1,680.00	$ 16.00	$ 480.00
Palm and Hardwood Trimming	12	$ 18.33	$ 220.00	12	$ 285.00	$ 3,420.00	$ 166.67	$ 2,000.00
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	$ 5,654.00	$ 5,654.00
Total Annual Cost Per Facility			**$ 5,410.00**			**$ 17,172.00**		**$ 13,966.00**

Total Annual Cost All Facilities	**$ 228,208.00**
Total Annual Cost All Facilities (excluding Veterans Park)	**$ 214,242.00**

The Green Experts Landscaping, LLC.			Coral Reef Park		Palmetto Bay Park		Ludovici Park			The Woods
Service	**Frequency**	**Price**	**Total**	**Price**	**Total**	**Price**	**Total**	**Frequency**	**Price**	**Total**
Mowing	30	$ 1,504.00	$ 45,120.00	$ 630.00	$ 18,900.00	$ 125.00	$ 3,750.00	24	$ 35.00	$ 840.00
Weed-Eating	30	$ 250.00	$ 7,500.00	$ 190.00	$ 5,700.00	$ 95.00	$ 2,850.00	24	$ 35.00	$ 840.00
Edging	30	$ 250.00	$ 7,500.00	$ 190.00	$ 5,700.00	$ 70.00	$ 2,100.00	24	$ 35.00	$ 840.00
Hedge/Shubbery Trimming	12	$ 250.00	$ 3,000.00	$ 2,000.00	$ 24,000.00	$ 125.00	$ 1,500.00	12	$ 35.00	$ 420.00
Weed Control	30	$ 120.00	$ 3,600.00	$ 70.00	$ 2,100.00	$ 70.00	$ 2,100.00	24	$ 35.00	$ 840.00
Litter/Leaf Control	30	$ 250.00	$ 7,500.00	$ 250.00	$ 7,500.00	$ 100.00	$ 3,000.00	24	$ 35.00	$ 840.00
Palm and Hardwood Trimming	12	$ 200.00	$ 2,400.00	$ 150.00	$ 1,800.00	$ 85.00	$ 1,020.00	12	$ 35.00	$ 420.00
Irrigation System	N/A	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 45.00	$ 45.00	N/A	N/A	N/A
Total Annual Cost Per Facility			**$ 76,740.00**		**$ 65,820.00**		**$ 16,365.00**			**$ 5,040.00**

The Green Experts Landscaping, LLC.			Perrine Community House			Perrine Wayside Dog Park		Veterans Park (Future Bid Proposal)
Service	**Frequency**	**Price**	**Total**	**Frequency**	**Price**	**Total**	**Price**	**Total**
Mowing	30	$ 20.00	$ 600.00	24	$ 35.00	$ 840.00	No Bid	No Bid
Weed-Eating	30	$ 15.00	$ 450.00	24	$ 35.00	$ 840.00	No Bid	No Bid
Edging	30	$ 15.00	$ 450.00	24	$ 35.00	$ 840.00	No Bid	No Bid
Hedge/Shubbery Trimming	12	$ 35.00	$ 420.00	12	$ 140.00	$ 1,680.00	No Bid	No Bid
Weed Control	30	$ 15.00	$ 450.00	24	$ 20.00	$ 480.00	No Bid	No Bid
Litter/Leaf Control	30	$ 15.00	$ 450.00	24	$ 20.00	$ 480.00	No Bid	No Bid
Palm and Hardwood Trimming	12	$ 25.00	$ 300.00	12	$ 25.00	$ 300.00	No Bid	No Bid
Irrigation System	N/A	N/A	N/A	N/A	N/A	N/A	No Bid	No Bid
Total Annual Cost Per Facility			**$ 3,120.00**			**$ 5,460.00**		**$ -**

Total Annual Cost All Facilities	**$**	**172,545.00**
Total Annual Cost All Facilities (excluding Veterans Park)	**$**	**172,545.00**

OPTIONAL BID ITEMS									
	Service	Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
Coral Reef	**Top Dressing**								
	Field 1	$2,300.00	No Bid	$3,900.00	$1,500.00	$2,200.00	$800.00	$2,500.00	$2,200.00
	Field 2	$2,200.00	No Bid	$5,600.00	$1,500.00	$2,100.00	$800.00	$2,500.00	$2,100.00
	Field 3	$2,200.00	No Bid	$500.00	$1,500.00	$2,100.00	$800.00	$2,500.00	$2,000.00
	Field 4	$3.00	No Bid	$2,000.00	$1,500.00	$2,100.00	$800.00	$3,000.00	$2,000.00
	Aerification								
	Field 1	$400.00	No Bid	$500.00	$900.00	$350.00	$500.00	$1,100.00	$350.00
	Field 2	$400.00	No Bid	$800.00	$900.00	$350.00	$500.00	$1,100.00	$350.00
	Field 3	$400.00	No Bid	$800.00	$900.00	$350.00	$500.00	$1,100.00	$350.00
	Field 4	No Bid	No Bid	$300.00	$900.00	$350.00	$500.00	$1,400.00	$350.00
	Mowing of Fields								
	Field 1	$220.00	No Bid	$95.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Field 2	$220.00	No Bid	$110.00	$300.00	$200.00	$200.00	$320.00	$200.00
	Field 3	$220.00	No Bid	$110.00	$300.00	$200.00	$200.00	$320.00	$200.00
	Field 4	$325.00	No Bid	$80.00	$300.00	$200.00	$200.00	$400.00	$200.00
Total		***$8,888.00***	***$0.00***	***$14,795.00***	***$10,850.00***	***$10,700.00***	***$6,000.00***	***$16,560.00***	***$10,500.00***
Palmetto Bay	**Top Dressing**								
	Field 1	$1,900.00	No Bid	$1,700.00	$1,800.00	$1,800.00	$800.00	$1,800.00	$1,800.00
	Field 2	$1,900.00	No Bid	$1,700.00	$1,800.00	$1,800.00	$800.00	$1,800.00	$1,800.00
	Field 3	$1,900.00	No Bid	$1,700.00	$1,800.00	$1,800.00	$800.00	$1,800.00	$1,800.00
	Field 4	$1,900.00	No Bid	$1,700.00	$1,800.00	$1,800.00	$800.00	$1,800.00	$1,800.00
	Field 5	$1,900.00	No Bid	$1,700.00	$1,800.00	$1,800.00	$800.00	$1,800.00	$1,800.00
	Field 6	$1,900.00	No Bid	$1,700.00	$1,800.00	$1,800.00	$800.00	$1,800.00	$1,800.00
	Open Field	$50.00	No Bid	$2,800.00	No Bid	$1,800.00	$1,000.00	$1,800.00	$1,800.00
	Aerification								
	Field 1	$400.00	No Bid	$250.00	$400.00	$350.00	$800.00	$900.00	$350.00
	Field 2	$400.00	No Bid	$250.00	$400.00	$350.00	$800.00	$900.00	$350.00
	Field 3	$400.00	No Bid	$250.00	$400.00	$350.00	$800.00	$900.00	$350.00
	Field 4	$400.00	No Bid	$250.00	$400.00	$350.00	$800.00	$900.00	$350.00
	Field 5	$400.00	No Bid	$250.00	$400.00	$350.00	$800.00	$900.00	$350.00
	Field 6	$400.00	No Bid	$250.00	$400.00	$350.00	$800.00	$900.00	$350.00
	Open Field	$50.00	No Bid	$400.00	$400.00	$350.00	$1,000.00	$900.00	$350.00
	Mowing of Fields								
	Field 1	$375.00	No Bid	$75.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Field 2	$375.00	No Bid	$75.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Field 3	$375.00	No Bid	$75.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Field 4	$375.00	No Bid	$75.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Field 5	$375.00	No Bid	$75.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Field 6	$375.00	No Bid	$75.00	$350.00	$200.00	$200.00	$320.00	$200.00
	Open Field	$50.00	No Bid	$90.00	$350.00	$200.00	$500.00	$420.00	$250.00
TOTAL		**$16,200.00**	**$0.00**	**$15,440.00**	**$15,700.00**	**$16,250.00**	**$13,300.00**	**$21,240.00**	**$16,500.00**
					*Used Old Bid Sheets				

OPTIONAL BID ITEMS									
		Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
Crew Member	**Hourly Rate**	$50.00	No Bid	$65.00	$45.00	$25.00	$60.00	$45.00	$55.00
Supervisor	**Hourly Rate**	$75.00	No Bid	$125.00	$55.00	$75.00	$80.00	$65.00	$65.00
Equipment	**Hourly Rate**	$75.00	No Bid	$150.00	$60.00	$90.00	$40.00	$120.00	$150.00
Vehicles	**Hourly Rate**	$60.00	No Bid	$75.00	$60.00	$50.00	$30.00	$135.00	$100.00
TOTAL		**$260.00**	**$0.00**	**$415.00**	**$220.00**	**$240.00**	**$210.00**	**$365.00**	**$370.00**
					*Used Old Bid Sheets				

OPTIONAL BID ITEMS									
		Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
Stump Grinding	**Per inch of Tree Diameter**	No Bid	No Bid	$4.00	$45.00	$14.00	$10.00	$19.50	$6.00
TOTAL		**$0.00**	**$0.00**	**$4.00**	**$45.00**	**$14.00**	**$10.00**	**$19.50**	**$6.00**
					*Used Old Bid Sheets				

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$420.00	$315.00	$160.00	24		$80.00	24	$500.00	
Weed-Eating*	30	$320.00	$215.00	$160.00	24		$80.00	24	$325.00	
Edging*	30	$110.00	$110.00	$60.00	24		$30.00	24	$60.00	
Hedge/Shrubbery Trimming*	12	$225.00	$125.00	$110.00	12		$30.00	12	$200.00	
Weed Control*	30	$125.00	$125.00	$60.00	24		$30.00	24	$125.00	
Litter/Leaf Control	30	$150.00	$180.00	$180.00	24		$50.00	24	$180.00	
Palm and Hardwood Trimming*	12	$1200.00	$1200.00	$1200.00	12		$600.00	12	$1200.00	
Irrigation System Management		$5000.00	$5000.00	$5000.00	N/A		N/A		N/A	
Total Annual Cost Per Facility		$56,750.00	$47,000.00	$39,320.00			$15,460.00			

*Cost per Frequency

Total Annual Cost All Facilities _____

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $3300 cc Field 2 $3200 cc Field 3 $3200 cc Field 4 $3	Field 1 $1900 cc Field 2 $1900 cc Field 3 $1900 cc Field 4 $1900 cc Field 5 $1900 cc Field 6 $1900 cc Open Field $50 cc	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $400 cc Field 2 $400 cc Field 3 $400 cc Field 4 ___	Field 1 $400 cc Field 2 $400 cc Field 3 $300 cc Field 4 $400 cc Field 5 $400 cc Field 6 $400 cc Open Field $50 cc	N/A	N/A	N/A
STUMP GRINDING	_____ per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $220 cc Field 2 $220 cc Field 3 $220 cc Field 4 $325 cc	Field 1 $375 cc Field 2 $375 cc Field 3 $375 cc Field 4 $375 cc Field 5 $375 cc Field 6 $375 cc Open Field $50 cc	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $50 cc Supervisor: $75 cc Equipment: $75 cc Vehicles: $60 cc (attach itemized list as necessary)				

Company Name:	Phone Number:
Able Business Services, Inc	(305) 636-5099
Mailing Address:	**Fax Number:**
1234 NW 79 St, Mia Fla 33147	(305) 638-0082
Bid Contact Person:	**F.E.I.D Number:**
William Berry	65-1136551
Title:	**Email Address:**
CEO	ab1maint1@bellsouth.net

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: William Berry
Name: William Berry
Title: CEO
Company: Able Business Services, Inc
Date: 3/31/22

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK		THE WOODS	PERRINE COMMUNITY HOUSE		PERRINE WAYSIDE DOG PARK	VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$8,000.00	$6,000.00	$5,250.00	24	$3,200.00	$1,200.00	24	$4,000.00	$4,500.00
Weed-Eating*	30	$2,000.00	$4,000.00	$2,750.00	24	$1,500.00	$900.00	24	$1,500.00	$2,000.00
Edging*	30	$6,000.00	$4,000.00	$3,000.00	24	$1,800.00	$500.00	24	$2,000.00	$2,500.00
Hedge/Shrubbery Trimming*	12	$3,000.00	$1,750.00	$4,500.00	12	$500.00	$500.00	12	$1,500.00	$1,600.00
Weed Control*	30	$8,000.00	$5,900.00	$3,950.00	24	$2,000.00	$350.00	24	$1,800.00	$2,000.00
Litter/Leaf Control	30	$6,500.00	$5,000.00	$4,000.00	24	$1,500.00	$500.00	24	$2,500.00	$2,000.00
Palm and Hardwood Trimming*	12	$30,000.00	$19,500.00	$15,000.00	12	$1,500.00	$900.00	12	$9,000.00	$10,000.00
Irrigation System Management		$3,000.00	$2,500.00	$2,000.00	N/A		N/A		N/A	$2,000.00
Total Annual Cost Per Facility		$66,500.00	$48,650.00	$40,450.00		$12,000.00	$4,850.00		$22,300.00	$26,600.00

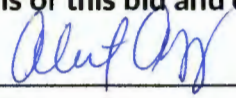
*Cost per Frequency

Total Annual Cost All Facilities $221,350.00

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___ Field 5 ___ Field 6 ___ Open Field ___	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___ Field 5 ___ Field 6 ___ Open Field ___	N/A	N/A	N/A
STUMP GRINDING	_____ per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 _____ Field 2 _____ Field 3 _____ Field 4 _____	Field 1 _____ Field 2 _____ Field 3 _____ Field 4 _____ Field 5 _____ Field 6 _____ Open Field ___	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: _____ Supervisor: _____ Equipment:_____ Vehicles:_____ (attach itemized list as necessary)				

Company Name: Arazoza Brothers Corporation	**Phone Number:** (305) 246-3223
Mailing Address: 7027 SW 87th Court Miami, Florida 33173	**Fax Number:** (786) 536-7686
Bid Contact Person: Alberto Arazoza/ Jonathan Hernandez	**F.E.I.D Number:** 650031332
Title: President/ Business Development	**Email Address:** aarazoza@arazozabrothers.com/ Jedward@arazozabrothers.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: 

Name: Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK		THE WOODS	PERRINE COMMUNITY HOUSE		PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK											
Mowing*	30	$801.46	$380.03	$84.01	24	$144.33	$15.81		24	$78.21	
Weed-Eating*	30	$801.46	$380.03	$84.01	24	$48.11	$15.81		24	$78.21	
Edging*	30	$74.02	$40	$12.02	24	included	$8.40		24	$20.80	
Hedge/ Shrubbery Trimming*	12	$506.83	$800.04	$640.03	12	included	$49.20		12	$220.04	
Weed Control*	30	$62.06	$96.17	$32.18	24	included	$3.34		24	$21.52	
Litter/ Leaf Control	30	included	included	included	24	included	included		24	included	
Palm and Hardwood Trimming*	12	included	included	included	12	included	included		12	included	
Irrigation System Management		$11,104.11	$12,041.54	$752.55	N/A		N/A			N/A	
Total Annual Cost Per Facility		$69,356.07	$48,528.92	$14,799.51		$4618.56	$1,891.20			$7,411.68	

*Cost per Frequency

Total Annual Cost All Facilities $146,605.94

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $3900 Field 2 $5600 Field 3 $5000 Field 4 $2000	Field 1 $1700 Field 2 $1700 Field 3 $1700 Field 4 $1700 Field 5 $1700 Field 6 $1700 Open Field $2800	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $500 Field 2 $800 Field 3 $800 Field 4 $300	Field 1 $250 Field 2 $250 Field 3 $250 Field 4 $250 Field 5 $250 Field 6 $250 Open Field $400	N/A	N/A	N/A
STUMP GRINDING	$4 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $95 Field 2 $110 Field 3 $110 Field 4 $80	Field 1 $75 Field 2 $75 Field 3 $75 Field 4 $75 Field 5 $75 Field 6 $75 Open Field $90	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $65 Supervisor: $125 Equipment: $150 Vehicles: $75 (attach itemized list as necessary)				

Company Name:	Phone Number:
Brightview Landscape Services Inc.	305-781-4589
Mailing Address:	**Fax Number:**
4155 E Mowry Dr Homestead, FL 33033	305-258-8011
Bid Contact Person:	**F.E.I.D Number:**
Charles Gonzalez	95-4194223
Title:	**Email Address:**
VPGM	charles.gonzalez@brightview.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: _____

Name: Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS	PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK									
Mowing*	30	800	600	300		50	24	150	200
Weed-Eating*	30	600	400	300		50	24	150	50
Edging*	30	200	200	100		50	24	50	50
Hedge/Shrubbery Trimming*	12	400	200	200		50	12	50	50
Weed Control*	30	200	200	100		50	24	50	50
Litter/Leaf Control	30	200	100	100		50	24	50	50
Total Annual Cost Per Facility		2,400	1,700	1,100		300		500	450

*Cost per Frequency

Total Annual Cost All Facilities 196,800

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 1500 Field 2 1500 Field 3 1500 Field 4 1500	Field 1 1800 Field 2 1800 Field 3 1800 Field 4 1800 Field 5 1800 Field 6 1800 Open Field ___	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 900 Field 2 900 Field 3 900 Field 4 900	Field 1 400 Field 2 400 Field 3 400 Field 4 400 Field 5 400 Field 6 400 Open Field 400	N/A	N/A	N/A
STUMP GRINDING	45 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 350 Field 2 300 Field 3 300 Field 4 300	Field 1 350 Field 2 350 Field 3 350 Field 4 350 Field 5 350 Field 6 350 Open Field 350	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate 120/- Crew Member: 45/- Supervisor: 55/- Equipment: 60 Vehicles: 60 (attach itemized list as necessary)				

Company Name: Crodon Inc	**Phone Number:** 305.794.7499
Mailing Address: 11767 S. Dixie Hwy #429 Miami FL 33156	**Fax Number:** 305-274-1550
Bid Contact Person: Mark Downelly Rodger Crouse	**F.E.I.D Number:** 20.8252887
Title: V.P.	**Email Address:** CMD590@Comcast.net

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: Rodger Crouse
Name: Rodger Crouse
Title: President
Company: Crodon Inc
Date: 3.30.26

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK		THE WOODS	PERRINE COMMUNITY HOUSE		PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK											
Mowing*	30	$12,000.00	$9,000.00	$4,500.00	24	$2,400	$480		24	$1,800	$2,400
Weed-Eating*	30	$9,000.00	$6,000.00	$4,500.00	24	$1,320	$288		24	$1,800	$480
Edging*	30	$3,000.00	$3,000.00	$1,500.00	24	$1,320	$288		24	$600	$480
Hedge/Shrubbery Trimming*	12	$2,400.00	$1,200.00	$1,200.00	12	$660	$144		12	$300	$240
Weed Control*	30	$3,000.00	$3,000.00	$1,500.00	24	$1,320	$288		24	$600	$480
Litter/Leaf Control	30	$3,000.00	$1,500.00	$1,500.00	24	$1,320	$288		24	$600	$480
Palm and Hardwood Trimming*	12	$1,200.00	$1,200.00	$0.00	12	$0.00	$0.00		12	$0.00	$0.00
Irrigation System Management		$0.00	$0.00	$0.00	N/A	$0.00	N/A	$0.00		N/A	$0.00	$0.00
Total Annual Cost Per Facility		$33,600	$24,900	$14,700		$8,340	$1,776			$5,700	$4,560

*Cost per Frequency

Total Annual Cost All Facilities $93,576.00

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $2,200 Field 2 $2,100 Field 3 $2,100 Field 4 $2,100	Field 1 $1,800 Field 2 $1,800 Field 3 $1,800 Field 4 $1,800 Field 5 $1,800 Field 6 $1,800 Open Field $1,800	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $350 Field 2 $350 Field 3 $350 Field 4 $350	Field 1 $350 Field 2 $350 Field 3 $350 Field 4 $350 Field 5 $350 Field 6 $350 Open Field $350	N/A	N/A	N/A
STUMP GRINDING	$14 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $200 Field 2 $200 Field 3 $200 Field 4 $200	Field 1 $200 Field 2 $200 Field 3 $200 Field 4 $200 Field 5 $200 Field 6 $200 Open Field $200	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $25.00 Supervisor: $75.00 Equipment: $90.00 Vehicles: $50.00 (attach itemized list as necessary)				

landscaping/ground maintenan

Company Name: E. Rodriguez Landscaping Inc	**Phone Number:** 786-286-7112
Mailing Address: P.O BOX 971987, MIAMI FL 33197	**Fax Number:**
Bid Contact Person: Esteban Rodriguez	**F.E.I.D Number:** 20-3322525
Title: President	**Email Address:** Erodriguez@erodriguezlandscapinginc.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: Esteban Rodriguez
Name: Esteban Rodriguez
Title: President
Company: E. Rodriguez Landscaping Inc
Date: 3/26/2026

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	450	350	200	24	70	20	24	25	25
Weed-Eating*	30	300	250	200	24	70	20	24	25	25
Edging*	30	150	150	100	24	70	20	24	25	25
Hedge/Shrubbery Trimming*	12	250	150	150	12	70	20	12	25	25
Weed Control*	30	150	150	100	24	70	20	24	25	25
Litter/Leaf Control	30	150	100	100	24	70	20	24	25	25
Palm and Hardwood Trimming*	12	100	50	50	12	70	20	12	25	25
Irrigation System Management					N/A		N/A		N/A	
Total Annual Cost Per Facility		40,200	32,400	23,400		10,080	2,880		3,600	3,600

*Cost per Frequency

Total Annual Cost All Facilities $70,980

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 800 Field 2 800 Field 3 800 Field 4 800	Field 1 800 Field 2 800 Field 3 800 Field 4 800 Field 5 800 Field 6 800 Open Field 1000	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 500 Field 2 500 Field 3 500 Field 4 500	Field 1 500 Field 2 500 Field 3 500 Field 4 500 Field 5 500 Field 6 500 Open Field 1000	N/A	N/A	N/A
STUMP GRINDING	$10 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 200 Field 2 200 Field 3 200 Field 4 200	Field 1 200 Field 2 200 Field 3 200 Field 4 200 Field 5 200 Field 6 200 Open Field 500	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $60 Supervisor: $80 Equipment: $40 Vehicles: $30 (attach itemized list as necessary)				

Company Name:	Phone Number:
Rock and Rose lawn care	786 879 0832
Mailing Address:	**Fax Number:**
26251 SW 187 ave	N/A
Bid Contact Person:	**F.E.I.D Number:**
Jorge Barrios	27-0750498
Title:	**Email Address:**
MGR	JB@rockandroselandscapes.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: _____

Name: Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$25,500.00	$28,500.00	$14,250.00	24	$8,232.00	$2,850.00	24	$5,832.00	$4,152.00
Weed-Eating*	30	$10,500.00	$6,000.00	$4,500.00	24	$3,000.00	$450.00	24	$1,680.00	$480.00
Edging*	30	$4,500.00	$4,500.00	$3,000.00	24	$2,400.00	$450.00	24	$1,680.00	$480.00
Hedge/Shrubbery Trimming*	12	$7,116.00	$9,360.00	$4,200.00	12	$3,000.00	$540.00	12	$1,200.00	$240.00
Weed Control*	30	$4,500.00	$4,500.00	$1,500.00	24	$1,200.00	$450.00	24	$1,680.00	$480.00
Litter/Leaf Control	30	$4,500.00	$3,000.00	$1,500.00	24	$1,200.00	$450.00	24	$1,680.00	$480.00
Palm and Hardwood Trimming*	12	$3,680.00	$3,720.00	$3,500.00	12	$3,340.00	$220.00	12	$3,420.00	$2,000.00
Irrigation System Management		$5,654.00	$5,654.00	$5,654.00	N/A		N/A		N/A	$5,654.00
Total Annual Cost Per Facility		$65,950.00	$65,234.00	$38,104.00	$22,372.00		$5,410.00		$17,172.00	$13,966.00

*Cost per Frequency $19,017.33

Total Annual Cost All Facilities $228,208.00

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $2,500.00 Field 2 $2,500.00 Field 3 $2,500.00 Field 4 $3,000.00	Field 1 $1,800.00 Field 2 $1,800.00 Field 3 $1,800.00 Field 4 $1,800.00 Field 5 $1,800.00 Field 6 $1,800.00 Open Field $1,800.00	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $1,100.00 Field 2 $1,100.00 Field 3 $1,100.00 Field 4 $1,400.00	Field 1 $900.00 Field 2 $900.00 Field 3 $900.00 Field 4 $900.00 Field 5 $900.00 Field 6 $900.00 Open Field $900.00	N/A	N/A	N/A
STUMP GRINDING	$19.50 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $320.00 Field 2 $320.00 Field 3 $320.00 Field 4 $400.00	Field 1 $320.00 Field 2 $320.00 Field 3 $320.00 Field 4 $320.00 Field 5 $320.00 Field 6 $320.00 Open Field $420.00	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $45.00 Supervisor: $65.00 Equipment: $120.00 Vehicles: $135.00 (attach itemized list as necessary)				

Company Name: Superior Landscaping & Lawn Service Inc.	**Phone Number:** 305-634-0717
Mailing Address: P.O. Box 35-0095 Miami, FL 33135	**Fax Number:** 305-634-0744
Bid Contact Person: Jesenia Otero	**F.E.I.D Number:** 65-0838100
Title: Estimating Coordinator	**Email Address:** JOtero@superiorlandscaping.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: Jesenia Otero

Name: Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/26/2026

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$1,504.-	$ 630.-	$125.-	24	$35.-	$20.-	24	$35.-	
Weed-Eating*	30	$250.-	$ 190.-	$ 95.-	24	$35.-	$15.-	24	$35.-	
Edging*	30	$250.-	$ 190.-	$ 70.-	24	$35.-	$15.-	24	$35.-	
Hedge/Shrubbery Trimming*	12	$250.-	$ 2,000.-	$125.-	12	$35.-	$ 35.-	12	$140.-	
Weed Control*	30	$120.-	$ 70.-	$ 70.-	24	$35.-	$ 15.-	24	$20.-	
Litter/Leaf Control	30	$250.-	$ 250.-	$ 100	24	$ 35.-	$ 15.-	24	$20.-	
Palm and Hardwood Trimming*	12	$200.-	$ 150.-	$ 85.-	12	$35.-	$ 25.-	12	$25.-	
Irrigation System Management		$120.-	$ 120.-	$ 45.-	N/A		N/A		N/A	
Total Annual Cost Per Facility		$82,860.-	$71,940.-	$18,660.-	$5,040.-		$3,120.-		$5,460.-	

*Cost per Frequency

Total Annual Cost All Facilities $187,080.-

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $2,200.— Field 2 $2,100.— Field 3 $2,000.— Field 4 $2,000.—	Field 1 $1,800.— Field 2 $1,800.— Field 3 $1,800.— Field 4 $1,800.— Field 5 $1,800.— Field 6 $1,800.— Open Field $1,800.—	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $350.— Field 2 $350.— Field 3 $350.— Field 4 $350.—	Field 1 $350.— Field 2 $350.— Field 3 $350.— Field 4 $350.— Field 5 $350.— Field 6 $350.— Open Field $350.—	N/A	N/A	N/A
STUMP GRINDING	$6.— per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $200.— Field 2 $200.— Field 3 $200.— Field 4 $200.—	Field 1 $200.— Field 2 $200.— Field 3 $200.— Field 4 $200.— Field 5 $200.— Field 6 $200.— Open Field $250.—	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $55.— Supervisor: $65.— Equipment: $150.— Vehicles: $100.— (attach itemized list as necessary)				

Company Name: The Green Experts Landscaping LLC	**Phone Number:** 954-625-2725
Mailing Address: 4121 SW 47th AVE Suite 1335 Davie, FL 33314	**Fax Number:** N/A
Bid Contact Person:	**F.E.I.D Number:**
Title:	**Email Address:** admin@thegreenexperts.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: _____
Name: Robert Montesino
Title: President
Company: The Green Experts Landscaping, LLC
Date: 3/30/2026

Invitation to Bid

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

TITLE:

Landscape/Grounds Maintenance Services (Parks & Recreation Department)

ITB NO.:

2026-12-007

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:15 p.m. EST (Municipal Building)

ISSUED: **Monday, March 16th, 2026**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 20
SECTION 5.0 BID SUBMISSION REQUIREMENTS	21
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	22
SECTION 7.0 SCHEDULES OF EVENTS	23 - 24
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	25 - 45
SECTION 9.0 OTHER FORMS	46 - 47
SECTION 10.0 EXHIBITS	48 - 67
AGREEMENT	68
Exhibit “A”: Bid Sheets	69
Exhibit “B”: Ordinance 08-10 Form	69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Landscape/Grounds Maintenance Services (Parks & Recreation Department)
No. 2026-12-007

The Village of Palmetto Bay is seeking bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. The Village will **receive sealed bids no later than 3:15 p.m.** on or before **Thursday, April 2nd, 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 "**Landscape/Grounds Maintenance Services (Parks & Recreation Department) ITB# 2026-12-007**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Landscape/Grounds Maintenance Services (Parks & Recreation Department) (the "Project")

The Village is requesting sealed bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. Upon the Village Council's approval as recommended by the Village Manager, the Village will enter into an agreement with the selected Company/Proposer that will delineate the performance measures and expectations of the landscape/grounds maintenance services as further detailed in Section 4.0 entitled 'Scope of Services', and which agreement will delineate the costs of services and procurement methodology (i.e. agreement/purchase order) required of the Village.

It is the Village's intent and the purpose of these specifications to secure a qualified firm(s) to provide specified landscape/grounds maintenance services at Village parks; specifically Coral Reef Park, Palmetto Bay Park; Ludovici Park; Perrine Wayside Park, Perrine Community House and The Woods. Specifications and frequencies are designed to effectuate a level of consistency and aesthetically pleasing and usable facilities.

The successful Proposer must be an independent Company/Proposer and the individual(s) assigned to work for the Village by the Company/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8. The background checks will be conducted by a third-party vendor to the Village, at the cost of the Proposer, and provided directly to the Village by the third-party vendor. The Proposer shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the Proposer. The background checks shall be as to all principals and any employees of proposer to staff the site as proposed under the ITB. Any principle of the proposer determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would precluded from providing services. The employees of proposer determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the proposer's proposal and may result in a precluding the proposer from providing services, at the discretion of the Village Manager.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 East Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications
Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only
No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”. This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds
The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

The Village intends to select a single Company, as determined by the Village, to provide landscape/grounds maintenance services at six (6) Village owned and/or operated parks and/or facilities. Dates and times will be scheduled per established frequencies and/or an as-needed basis, with specific duties as described therein. If a new park, i.e. Veterans Park, is completed developed and opened during the term of this contract, the successful Company shall be given the opportunity to submit costs of performing described maintenance and it deemed reasonable and in keeping with costs of the initial six (6) parks, the Village may add Veterans Park as a seventh park under this contact for the duration of the term at its sole discretion.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly; all in accordance with Technical Specifications described herein. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner.

4.02 Restrictions, Conditions and Specifications

A. The selected Company shall adhere to the following rules and conditions concerning landscape/grounds maintenance services at Village parks. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

1. <u>General Requirements</u>
    a. The Company shall provide the Village, with the bid, a copy of their occupational/business licenses. The Company's certification as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) or similar certification is preferred. The bidder warrants that the products and services supplied/performed to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 19780 (OSHA), as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

    b. Personnel shall possess desirable qualities and knowledge to carry out specific tasks. The Company shall instruct and require its personnel to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and usability of facilities, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's

business. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, medical examination which includes drug screening; and free from any physical or emotional disorder handicap that would inhibit or preclude meeting the performance standards under this contract; all which shall be the financial responsibility of the successful proposer Personnel file(s) shall be presented for review upon request of the Village. Upon successful proposer being recommended by the Village Manager, authorized by the Village Council to negotiate a contract with the Village Manager and completion of negotiations agreed upon by Village Manager and the bidder, said successful bidder shall obtain the required background check an medical screening prior to the Village Manager's presentation to the Village Council for final approval. All must be a Citizen of the United States of America, or an alien who has been lawfully authorized to work via the E-Verify National Program (see attachment). Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

c. Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

d. The Company is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Company's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request.

e. The Company shall provide a maintenance supervisor or lead person to have supervisory responsibility over all personnel on duties for respective assignments. The Company shall designate a person to directly handle any situations which may arise regarding required maintenance and/or the performance of same.

f. This ITB, as described in the attached Contract document, proposes an initial term of three (3) years, with two (2) additional one-year extensions as approved by the Village Council or Village Manager.

g. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. or thirty (30) minutes before sundown' Monday through Friday. Work performed at any other hours will require prior written approval from the Village Manager or appointed designee. The Village reserves the right to request modifications to the maintenance schedule in order to accommodate special events and/or programs. Said maintenance schedule modifications shall be requested a minimum one (1) week in advance. Additionally, the Company shall submit a monthly maintenance schedule indicating the days/time of service incorporating all identified parks.

h. Upon completion of scheduled landscape/grounds maintenance services, the Company shall forward an invoice for payment to the Village. Assigned Village supervisory personnel shall inspect each facility following scheduled frequency, and should any task be found to be incomplete, the Company shall be notified and given twenty-four (24) hours to rectify. Should the Company fail to respond, the specific dollar amount designated for the subject tasks shall be deducted from the total invoiced amount; and processed accordingly. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

2. Uniforms/Equipment
   a. All personnel must be well groomed and neatly uniformed while on-duty on working in a Village park. Uniforms are to include Company's name to identify respective personnel accordingly.

   b. The Company's personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract or the Village or allowable via established safety regulations.

   c. All equipment used by the Company is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Company shall include with his/her bid, a complete inventory of all Company owned landscape/grounds maintenance equipment. All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

3. Facilities
   The Village currently has jurisdiction over six (6) parks and request scheduled landscape/grounds maintenance services at each as per designated frequencies. Said landscape/grounds maintenance services incorporates all areas of the park excluding designated areas noted below:
   a. Coral Reef Park: 7895 SW 152nd Street, Palmetto Bay
      - Excludes trimming of any shrubbery within the Ken Robinson Meditation Garden
      - Excludes any areas within the Pineland Preserve
      - Excludes mowing of four (4) athletic fields

b. Palmetto Bay Park: 17535 SW 95th Avenue, Palmetto Bay
   - Excludes six (6) ballfield (within fence lines)
   - Open field used for soccer, etc.

c. Perrine Wayside Park: 16425 South Dixie Highway: total acreage
   - Exclusions: none

d. Ludovici Park: 17641 Old Cutler Road, Palmetto Bay:
   - Excludes butterfly garden areas
   - Excludes bayside property of National Parks Service (rear of property)
   - Excludes abutting Palmetto Bay Center property

e. Perrine Community House: 900 SW 97th Ave (Perrine Avenue)), Palmetto Bay
   - Exclusions: none

f. The Woods: SW 168th Street to 174th Street / 88th Avene to 88th Court, Palmetto Bay
   - Excludes all trees and shrubbery within protected/sanctuary area. East/west: maintain perimeter only from street to tree/shrubby line. North: 168th Street ROW fronting park and area sidewalk to tree/shrubbery line. South: property line to tree/shrubbery line.

4. Technical Specifications
   a. Mowing
      - Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans or other materials. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. Any and all grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

      - The cutting height shall be a minimum of two and a half inches (2 ½') to a maximum of four inches (4") above soil level (or adjusted as requested). All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds and/or contamination. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

      - Mowing shall be done carefully so as not to bark trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs or other facilities and/or amenities. Should any of the above listed damage occur, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any

type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Combination reel/rotary mowers specially designed to cut Bermuda or St. Augustine grasses may be used.

b. Weed-Eating
   - Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed form around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

c. Edging
   - The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.
   - Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

d. Weed Control
   - Weeds are to be **MANUALLY** removed from shrubs, hedges, ground cover and/or flower beds and/or landscaped tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines; however, on such surfaces Contractor may apply approved herbicide with hand sprayer. This includes tree rings with no ground cover; but operator must use caution as to not over-spray on adjacent grass. The Company shall be responsible for replacement of any plants and/shrubbery in landscaped areas, and grasses adjacent to tree rings, which were determined to be destroyed by use of herbicide spraying rather than the required manual removal of weeds.

e. Shrub/Hedge Trimming
   - All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at **a frequency of once per month**.

   - Hedges shall be maintained in a geometric form and may be sheared by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and

disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces/park entrances, etc.; e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both Company and Village.

f. Litter/Debris/Leaf Control
   - Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

   - **During each frequency visit**, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by the Company.

g. Frequencies
   - Coral Reef Park; Palmetto Bay Park; Ludovici Park/Perrine Community House/The Woods:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - April 1st through September 30th = once every ten (10) days
     - October 1st through March 31st = once every fourteen (14) days

   - Perrine Wayside Dog Park:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - 2nd and 4th Tuesday of each month; 7:00 a.m. – 9:00 a.m.
   - Hedge/Shrubbery Trimming: once per month

5. Optional Tasks/Bid: Strictly on an As-Needed/Requested Basis
   The Company is also requested to submit bids for optional work over and above the annually contracted landscape/grounds maintenance tasks described herein, as follows:

   a. Stump-Grinding: Stumps shall be grinded down to a level a minimum six inches (6") below the level of existing grounds; debris removed and filled with soil. The bid is to be based per inch ref diameter of stump.

   b. Mowing of Athletic Fields at Coral Reef Park (four (4)) and Palmetto Bay Park (six (6) softball and one (1) open soccer field): These fields shall be mowed once a week from October 15th through April 15th and twice per week during the growing season of April

16th through October 14th, for a total of eighty (80) cuts per year. Mowing must be accomplished with a reel/rotary combination mower also designed for Bermuda/St. Augustine/other grass fields, and cut at a height between three fourth inches (¾") to two and a half inches (2 ½") above soil level, as requested by the Parks and Recreation Department. Mowers shall be cleaned prior to and after mowings, and maintained/sharpened accordingly.

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 3:15 p.m. EST April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:15 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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: **Landscape/Grounds Maintenance Services (P&R Department)** ITB No. 2026-12-007 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: **Landscape/Grounds Maintenance Services (P&R Department)**
ITB No. 2026-12-007 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

SECTION 10.0: Exhibits

Draft Contract for: Landscape/Grounds Maintenance Services (P&R Department)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Company

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in the Village's ITB, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this

DRAFT

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# 2026-12-007

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, either for the Village's convenience, by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village, However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

DRAFT

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.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Bid Sheets **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(***Total of 2 .pdfs to download with solicitation***)

Able Business Service, Inc.

April 2, 2026

Village of Palmetto Bay
City Wide Landscaping Maintenance

Re: ITB No. 2026-11-006 26-008, Multi-Site Landscaping Maintenance

Able Business Services (ABS) is pleased to submit our proposal to provide professional landscaping services for the Village of Palmetto Bay. After my retirement as the Regional Manager for the Miami-Dade and Monroe County State of Florida Vocational Rehabilitation office to achieve success in the janitorial business I purchased a health based janitorial franchise. And to achieve success in the landscaping business I received training at the Univ of Florida Horticulture IFAS Extension offices in Miami-Dade and Broward County. My training included tree cutting, irrigation, best management practices for protection of water resources green industries, fertilization, water conservation, MOT training, and mulching. I also completed a four-week arborist course at Miami Dade College-Kendall Campus.

Our customer base these past 25 years has provided ABS with the experience that's required in servicing the professional landscaping needs of governmental entities. Three of our largest landscaping contracts have included the Miami Int'l Airport, Jackson Health Systems (four Hospitals, six clinics) and Miami Dade County Parks (five large parks). These contracts were of similar types whereby the expectations were very high regarding maintaining a consistently manicured landscape for multiple site locations.

We employ a diverse workforce of some 200 people, and we have used my years as a rehabilitation professional to hire US veterans with special needs. In conclusion, we believe Palmetto Bay professional *landscaping service needs and goodwill concerns will be better met by (ABS) because of the wholesomeness of our goals, community interest objectives and our years of servicing large governmental entities professional landscaping service needs*. We look forward to a mutually beneficial business and governmental partnership with the City of Palmetto Bay.

Sincerely,
William Berry, CEO

TECHNICAL PROPOSAL

Table of Contents

Introduction Letter.....1

Table of Contents.....2

Organizational Chart 3

List of Key Personnel.....4

Technical Proposal & Evaluation Guide for Landscaping Services..... 5-8

Documents: Company Qualification Questionnaire, Local Business Tax Receipt, State of Florida Corp, Lawn and Ornamental License, Sample Certificate of Liability Insurance, references, Conflict of Interest Affidavit, Sworn Statement of Public Entity Crimes, Anto-Kickback Affidavit, Non-Collusive Affidavit, Compliance with Public Records, Drug Free Workplace, E-Verify Compliance, Comparable Contracts, Advance Tree Trimming Certification

3

List of Key Personnel - Able Business Services Inc.

William Berry	President/CEO
Donald Lavinsky	Comptroller
Alicia Tucker	Quality Assurance/Trainer
Jassmond Sanders	IT /1st Vice President
Nacola Cousin	HR Director
Casper Berry	Special Project Manager
Alicia George	Training Manager
Casper Berry	Director of Landscaping Services
Elijah Glaster	Landscaping Supervisor
David Etienne	Landscaping Supervisor
Kashane Bostic	Landscaping Supervisor
Ore Navarro	ISA Certified Arborist
Ron Rahming	Fl Pest and Disease Control Operator

ABLE BUSINESS SERVICES, INC.
1234 NW 79th Street
Miami, Florida 33147

We are a (S1 CORPORATION)

Miami Dade County Disadvantaged Business Enterprise, and Broward School and Dade-County Schools SBE/DBE, Graduated 2023.

TECHNICAL PROPOSAL & EVALUATION GUIDE FOR LANDSCAPING SERVICES FOR THE CITY OF PALMETTO BAY

PROPOSER NAME:
Able Business Services, Inc.
1234 NW 79th Street
Miami, Florida 33147
(786) 291-6686 (Cell)
(305) 636-5099 (Office)
(305) 638-8082 (Fax)

PROPOSER SERVICE ACTIVITIES:

Miami-Dade County licensed in janitorial, landscaping and mobile detailing. Also, we are certified by the US Small Business Administration in Janitorial, landscaping, facility management, along with vocational rehabilitation services. Our average yearly gross income averages [redacted] dollars. CCR registration and Dunn Bradstreet no. 126719702. We have bonding capacity at [redacted] and we have [redacted] liability insurance as well as [redacted] for auto liability insurance.

In response to this ITB solicitation, please find our proposal which will include the relevant information as requested along with some additional information on our qualifications to provide professional landscaping services. Please find our responses as follows,

Business Award/Accomplishments; Miami-Dade Advisory Board Community Pillars Award 2022, US Dept of Labor MBDA Export Center Small Business Manufacturer of the Award 2019, Miami-Dade ISD Dept. Small Business of the Year Award 2019, Carrie Meek Business Award Outstanding Business Partner Award, and South Florida 2025 Top Workplace Award.

1. **Service Methodology, Experience and General Qualifications.**

ABS have provided landscaping services with a variety of large multi-facility contracts over a 25-year period. These contracts highlight the diversity of our experience and signify the breath of our operational knowledge in relation to managing the unique demands of large complex contracts. Most of our senior staff have AA, BA, MS, and MBA college degrees, and they have combined managerial experience of some one hundred twenty-five plus years (125) years. And sixty of these years were in managing large governmental complex contracts. As noted, our CEO has a BA degree and he has training and/or certifications in tree trimming & cutting, mulching, water conservation, tree cutting, and fertilization. Also, we employ a license Arborist, licensed fertilization applicator and a licensed "Ornamental Pest Control Applicator. Also, we will utilize "Swept", which is a commercial landscaping tool for scheduling, time tracking, messaging, language translation, supply tracking, work order assignments, and reporting. We use ADP along with T-Sheets for processing our large payroll and for tracking our employees' work hours. Also, for your information ABS hiring and background check

procedures involve sit down interviews, and when an individual is selected salary is discussed. References and police background checks are conducted at this stage. Also, during orientation, our company rules and regulations are discussed. We use E-Verify for vetting new staff and all new hires must present two forms of identification to complete an Employment Application. Our new hires sign a W-9 form and agreements acknowledging their consent to comply with our Drug and Alcohol Policy, OSHA Training, Safety Rules, and our Sexual Harassment Policy. We supply all our staff with company uniforms and ID badges. Our personnel selection process complies with all applicable laws to meet federal, state, and local guidelines. And we are an "Equal Opportunity Employer". `

2, Statement of Insurance, we have [redacted] of auto liability and [redacted] of workmen comp. We have a bonding capacity of up to [redacted].

3. Methodology, Work Schedule, Equipment List and if awarded, how soon can we begin work?

In our assessment of the manpower needs for this contract, we will have two separate service teams. The primary cutting team will consist of five (5) members, and the special project service team will consist of (2) members. The primary service team will be performing the bulk of the customary landscaping tasks, such as grass cutting, hedge trimming, pruning, and edging/blowing. The special project team will consist of two (2) members, and this team will be responsible for tasks such as weeding and littering. ABS on-sight team supervisor will be responsible for the day-to-day supervision of all eight (7) team members, and he will be responsible for ensuring all our contractual obligations are met. Our team supervisor has more than twenty (20) years of supervisory landscaping experience. Additionally, please be informed our staff have extensive experience related to hurricane debris clean-up work and we will be making all our services along with our heavy equipment available to Palmetto Bay in case of a natural disaster. We can start servicing this contract about two weeks after the contract is awarded. As mandated our work schedule will be 8am to 5pm from Monday to Friday. Doing summer months (rainy season) our cutting schedule will be every 10 days and doing the spring/summer months when the grass does not grow a lot our work schedule will be every 14 days. We have two small equipment mechanics employed, and our cutting blades will always be sharp for smooth cutting of grass, trees and hedge trimming etc. Our equipment list includes the following items,

1. (10) zero turn mowers, two zero turn mowers will be dedicated to contract
2. (6) hedge trimmers), three hedge trimmers will be dedicated to contract
3. (6) edgers, three edgers will be dedicated to contract
4. (6) backpack blowers, three blowers will be dedicated to this contract
5. (4) landscaping trucks with trailers, two trucks dedicated to this contract
6. (2) tree truck, one truck dedicated to contract
7. (4) Isuzu landscaping/dump trucks, two to be dedicated to this contract
8. (5) dump trailers, two to be dedicated to this contract
9. (2) grapple truck, one to be dedicated to dedicated to this contract
10. (4) Mulching machines, two to be dedicated to this contract
11. (2) backhoes & bob cat, as may be needed
12. (3) stump grinders, as may be needed
13. Ride on street sweeper/pressure washer, as may be needed
14. pole saws/assortment of handheld tools, two saws to be dedicated to contract

4. **Our transition plan schedule from the time of the award recommendation.**

We understand that the key to providing quality services starts with preparation. After the award the planning process leading to the implementation of the contract will involve a lot of meetings with Palmetto Bay managers as well as our supervisors to again review our contractual obligations and to implement the following activities:

A. Week (1) we will be meeting with Palmetto Bay managers to review compliance with contract requirements, and we will be starting the process of interviewing staff. As needed and as available we will be prioritizing the hiring of staff from the current contractor who resides in Palmetto Bay. We will be starting the implementation of our Quality Assurance Program.

B. Week (2) we start training new staff and we will again reassess resource requirements for servicing and scheduling work for multiple locations. In addition, we will be refining our quality assurance procedures with supervisors as well as reviewing possible areas of concern regarding contract implementation. In addition, we will continue our meetings with supervisory staff to review standards and rules, and we will be reassessing possible site location issues. Also, we will continue discussions regarding logistical issues related to servicing multiple locations. In addition, we will be making decisions regarding staffing of our positions with our new hires who have completed their training, and we will start implementing our job coaching program.

C. 48 hours prior to starting contract.

1.Confirm staffing requirements and work schedules have been met.
2. Continue meetings with your personnel and our staff
3. Continue process of reviewing priorities for startup with everyone.
4. Continue meetings as needed to again confirm start up information.
5. Confirm start times, duty locations, and staffing responsibilities.

D. Day before starting contract.

1. Review again all staffing assignments and coordinate with all employees' first day duties.
2. Complete tasks from priority list; equipment, supplies, staffing, duty locations
3. Confirm assignments again and the grouping of team members to supervisors.
4. Reviewing and refining quality assurance program.

E. Day after starting contract, meet again with Broward Housing staff and our supervisory staff to get feedback and resolve issues. Adjust as needed to ensure quality control measures are being implemented. Also, continue to monitor all aspects of service program and discuss relevant issues and concerns and adjust as needed to ensure quality services are being provided.

F. Week after starting the contract we will continue our meetings with Broward Housing supervisors and our staff to ensure there are no service issues.

5. **Our bid price considers the necessary equipment and personnel required to complete the tasks on time and within the scheduled timeframe given.**

Our pricing was based on our twenty-five (25) plus years of experience managing successfully large municipal government contracts, to which labor and supply costs are considerable. Additionally, we understand the second most costly aspect of servicing larger contracts revolves around accurately assessing the amount of labor required. We will be employing two work teams consisting of (5) members. Also, doing the initial phase of the contract in cutting team will have one additional alternate staff member for each cutting team to ensure all service work is done within the five (5) day service schedule.

6. **Our bid does consider contingency equipment needs for emergencies and all economic factors, including but not limited to, Living Wage adjustments, minimum wage requirements, and any other factors that might affect pricing.**

We have allowed inflation at .03% per year in the price of this contract. Also, our bid pricing considers the costs for approved federal holidays, along with sick and annual leave for our tenured qualified employees. We have minimal debt and consequently we will have available resources to acquire additional staffing, equipment, and supplies if needed to accommodate unforeseen emergencies. As may be necessary in the event of a natural disaster, whereby hurricane debris clean-up may be needed. For emergency situations we maintain a three-month supply of PPE equipment (including disinfectants/bleach/soaps) and 1000-gallon gasoline for our vehicles. Several of our staff are HAZWOPER certified (Hazardous Waste Operations and Emergency Response). We are an authorized State of Florida approved dispenser of propane. These services and equipment will be available for Broward Housing usage.

7. Our firm complies with CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY REQUIREMENTS

Because of our many years servicing governmental contracts, our onboarding of new staff includes level two background checks. Consequently, we have a large database of existing staff as well as pending hiring candidates with no or insignificant criminal records. As a priority we will be looking to training and hiring Broward County Housing residents.

8) **Able Business hiring and background check procedures**

ABS conducts sit-down interviews, and when an individual is selected salary is discussed. During the time between the interview's orientation meetings occur and references are checked as well as police background checks through the County Police Department. During orientation, our company rules and regulations are discussed. All new staff must present two forms of identification and complete an Employment Application, W-9 form and sign agreements acknowledging their consent to comply with our Drug and Alcohol Policy, OSHA Training, Safety Rules, and our Sexual Harassment Policy. We supply all our staff with company uniforms and ID badges. Our personnel selection process complies with all applicable laws to meet federal, state, and local guidelines. We are an Equal Opportunity Employer, and hiring is done regardless of race, gender, ethnic origin, or sexual orientation.

9). **NEW EMPLOYEE TRAINING-** We provide our as necessary our unskilled landscapers an opportunity to participate in a paid virtual landscaping classroom training program. In addition to our regular landscaping training program, we also offer a paid life skill training course to the chronically unemployed and US veterans in our community. This life support training course has been helpful in improving our special needs applicants' ability to maintain

competitive jobs.

10) **COMPARABLE PAST CONTRACTS**

A. Dept of the Navy-Naval Station, contract value $25,000.00, year 2007. We were an 8a certified SBE/DBE business with Federal Gov't and we were contracted to provide the USS Main Memorial in Key West with landscaping services to include, extraction of old grass and installation of new grass and we were required to provide the usual landscaping maintenance services within strict landscaping guidelines of the "Association of Landscaping Contractors of America" standards.

B. Jackson Health Systems, Contract value $500,000 plus since 2016. Nicole Lastra-Environmental Manager JHS Long Term Care (786) 446-3366, Nakia Williams-JHS Main, njohnson2@jhsmiami.com, and Aracel Armas-JHS- West (786) 466-01065. We have provided landscaping services to various JHS facilities since 2016 and from 2016 to 2019 we serviced four (4) of their main hospitals and six clinics. The main hospitals were serviced for a three-year period, and we have currently been servicing since October 2023 JHS-West. Since 2016 our provisions have included routine landscaping work such as grass cutting, tree cutting, irrigation repair, mulching, and fertilization. Also, we have provided JHS with hurricane debris clean-up.

C. Miami International Airport, Contract value $5,000,000.00, 1913-1918 -Derba Charles (786) 385-5807, dcharles@miami-airport.com this was a full-service landscaping contract and service provisions included grass cutting, hedge trimming, mulching, fertilization of trees/shrubbery, weed abatement, and daily littering of MIA. We worked extensively with Henry Mayer and the UF/IPAS Miami-Dade County extension office in diagnosing tree and plant diseases.

D. Urban Construction and Academy, contract value $100,000.00, William Dozier, (305) 303-4635, wdozier@dozieranddozier.com, this is an ongoing contract relationship since 2019, and we assist this construction company with the installation of new landscaping, and debris removal services. Services have also included tree trimming, installation of grass, installation and repair of sprinkler systems.

E. Department of Environmental Service/Bill Baggs Park, Shawn Allen, Park Manger, (305) 230-0174, contracted for one year in 2006 to provide landscaping services for 150 acres, usual service provisions included grass mowing, edging, trimming, debris and weeding.

F. Miami-Dade County Parks (RAAM Division), contract values over $300,000.00. over three years. Fernando Rivera, (305)521-0695, Fernando.rivera@miamidade.gov. and Joel Perez, Superintendent, joelperez3@miamidade.gov, our initial one-year landscaping contract was in 2018, and this was a full-service landscaping contract whereby we serviced six large County parks. Since 2021 on a as needed basis, we are providing a full array of landscaping servicing for various County parks all over Miami Dade County. The usual services provision has included tree and plant installation/trimming, grass cutting, mulching, fertilization etc.

G. Miami Dade Community Action Agency, Hollis Price (305) 487-1105, hollis.price@miamidade.gov, 6/23 ongoing as need present itself, we are in a pool contract to provide debris cleaning, tree maintenance and other landscaping services on a as needed ongoing basis for Miami-Dade County Public Housing.

H. The Bookhardt Group, Aldon Bookhardt, President, (321) 360-9377, aldon@bookhardt.com, since 2002 to present on a as needed basis, we assist this construction company with landscaping install services for their construction projects and with debris removal.

I. City of Miramar, contract value, $120,000, from 2023 to present, Holly A. Hicks Assistant. Director of Parks and Recreational Services, (954) 602-3171, h.hicks@miramarfl.gov, this is a customary landscaping contract with bimonthly cutting cycles, which includes grass cutting, edging and hedge trimming for four municipal county parks.

J. Town of Miami Lakes, contract valued $120,000, 2023 to present, Jose Orellana, (305) 364-6100 x 1139), orellanaj@miamilakesfl.gov, Green Space Maintenance Superintendent, this is a customary landscaping contract with bimonthly cutting cycle, which includes grass cutting, edging and hedge trimming for city and state roads. MOT guidelines are applicable for working in busy state and municipal roads.

Mr. William Berry, President/CEO

Able Business Service, Inc.

COMPARABLE PAST CONTRACTS

A. Dept of the Navy-Naval Station, contract value $25,000.00, year 2007. We were an 8a certified SBE/DBE business with Federal Gov't and we were contracted to provide the USS Main Memorial in Key West with landscaping services to include, extraction of old grass and installation of new grass and we were required to provide the usual landscaping maintenance services within strict landscaping guidelines of the "Association of Landscaping Contractors of America" standards.

B. Jackson Health Systems, Contract value $500,000 plus since 2016. Nicole Lastra-Environmental Manager JHS Long Term Care (786) 446-3366, Nakia Williams-JHS Main, njohnson2@jhsmiami.com, and Aracel Armas-JHS- West (786) 466-01065. We have provided landscaping services to various JHS facilities since 2016 and from 2016 to 2019 we serviced four (4) of their main hospitals and six clinics. The main hospitals were serviced for a three-year period, and we have currently been servicing since October 2023 JHS-West. Since 2016 our provisions have included routine landscaping work such as grass cutting, tree cutting, irrigation repair, mulching, and fertilization. Also, we have provided JHS with hurricane debris clean-up.

C. Miami International Airport, Contract value $5,000,000.00, 1913-1918 -Derba Charles (786) 385-5807, dcharles@miami-airport.com this was a full-service landscaping contract and service provisions included grass cutting, hedge trimming, mulching, fertilization of trees/shrubbery, weed abatement, and daily littering of MIA. We worked extensively with Henry Mayer and the UF/IPAS Miami-Dade County extension office in diagnosing tree and plant diseases.

D. Urban Construction and Academy, contract value $100,000.00, William Dozier, (305) 303-4635, wdozier@dozieranddozier.com, this is an ongoing contract relationship since 2019, and we assist this construction company with the installation of new landscaping, and debris removal services. Services have also included tree trimming, installation of grass, installation and repair of sprinkler systems.

E. Department of Environmental Service/Bill Baggs Park, Shawn Allen, Park Manger, (305) 230-0174, contracted for one year in 2006 to provide landscaping services for 150 acres, usual service provisions included grass mowing, edging, trimming, debris and weeding.

F. Miami-Dade County Parks (RAAM Division), contract values over $300,000.00. over three years. Fernando Rivera, (305)521-0695, Fernando.rivera@miamidade.gov. and Joel Perez, Superintendent, joelperez3@miamidade.gov, our initial one-year landscaping contract was in 2018, and this was a full-service landscaping contract whereby we serviced six large County parks. Since 2021 on a as needed basis, we are

providing a full array of landscaping servicing for various County parks all over Miami Dade County. The usual services provision has included tree and plant installation/trimming, grass cutting, mulching, fertilization etc.

G. Miami Dade Community Action Agency, Hollis Price (305) 487-1105, hollis.price@miamidade.gov, 6/23 ongoing as need present itself, we are in a pool contract to provide debris cleaning, tree maintenance and other landscaping services on a as needed ongoing basis for Miami-Dade County Public Housing.

H. The Bookhardt Group, Aldon Bookhardt, President, (321) 360-9377, aldon@bookhardt.com, since 2002 to present on a as needed basis, we assist this construction company with landscaping install services for their construction projects and with debris removal.

I. City of Miramar, contract value, $120,000, from 2023 to present, Holly A. Hicks Assistant. Director of Parks and Recreational Services, (954) 602-3171, h.hicks@miramarfl.gov, this is a customary landscaping contract with bimonthly cutting cycles, which includes grass cutting, edging and hedge trimming for four municipal county parks.

J. Town of Miami Lakes, contract valued $120,000, 2023 to present, Jose Orellana, (305) 364-6100 x 1139), orellanaj@miamilakesfl.gov, Green Space Maintenance Superintendent, this is a customary landscaping contract with bimonthly cutting cycle, which includes grass cutting, edging and hedge trimming for city and state roads. MOT guidelines are applicable for working in busy state and municipal roads.

Mr. William Berry, President/CEO

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$420.00	$315.00	$160.00	24		$80.00	24	$500.00	
Weed-Eating*	30	$320.00	$215.00	$160.00	24		$80.00	24	$325.00	
Edging*	30	$110.00	$110.00	$60.00	24		$30.00	24	$60.00	
Hedge/Shrubbery Trimming*	12	$225.00	$125.00	$110.00	12		$30.00	12	$200.00	
Weed Control*	30	$125.00	$125.00	$60.00	24		$30.00	24	$125.00	
Litter/Leaf Control	30	$150.00	$180.00	$180.00	24		$50.00	24	$180.00	
Palm and Hardwood Trimming*	12	$1200.00	$1200.00	$1200.00	12		$600.00	12	$1200.00	
Irrigation System Management		$5000.00	$5000.00	$5000.00	N/A		N/A		N/A	
Total Annual Cost Per Facility		$56,750.00	$47,000.00	$39,320.00			$15,460.00			

*Cost per Frequency

Total Annual Cost All Facilities _____

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $3300 oc Field 2 $3200 oc Field 3 $3200 oc Field 4 $3	Field 1 $1900 oc Field 2 $1900 oc Field 3 $1900 oc Field 4 $1900 oc Field 5 $1900 oc Field 6 $1900 oc Open Field $50 oc	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $400 oc Field 2 $400 oc Field 3 $400 oc Field 4 ___	Field 1 $400 oc Field 2 $400 oc Field 3 $400 oc Field 4 $400 oc Field 5 $400 oc Field 6 $400 oc Open Field $50 oc	N/A	N/A	N/A
STUMP GRINDING	_____ per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $220 oc Field 2 $220 oc Field 3 $220 oc Field 4 $325 oc	Field 1 $375 oc Field 2 $375 oc Field 3 $375 oc Field 4 $375 oc Field 5 $375 oc Field 6 $375 oc Open Field $50 oc	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $50 oc Supervisor: $75 oc Equipment: $75 oc Vehicles: $60 oc (attach itemized list as necessary)				

Company Name:	Phone Number:
Able Business Services, Inc	(305) 636-5099
Mailing Address:	**Fax Number:**
1234 NW 79 St, Mia Fla 33147	(305) 638-0082
Bid Contact Person:	**F.E.I.D Number:**
William Berry	65-1136551
Title:	**Email Address:**
CEO	ab1maint1@bellsouth.net

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: William Berry
Name: William Berry
Title: CEO
Company: Able Business Services, Inc
Date: 3/31/22

SECTION 7.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, LLC

Date: 3/31/26

2006

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Urban 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: Installation of new landscaping on construction projects to include debris removal, and sprinkler installation

Initial Value of Contract: 200,000 in 2021 Final Value of Contract: 1,000,000 to date

Length of Contract: 2021 to Present

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 good company to work with

Name of Public Entity/Company: _____

Name of Individual completing this form: William Dozier

Signature: William Dozier Title: President

Telephone: (305) 303-4635 Email: info@urbancg.net

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Tootie's Grocery, 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: Installation and maintenance of new landscaping, including various trees and palms, along with a sprinkler system. Ongoing lawn maintenance, shrub trimming, tree trimming, sprinkler system maintenance, and lawn spraying for bugs and weeds

Initial Value of Contract: $1,500,000.00 Final Value of Contract: $1,520,000.00

Length of Contract: Five Years

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Able Business Services has provided outstanding service, from the installation of all our landscaping to the ongoing maintenance of Tootie's Grocery.

Name of Public Entity/Company: ____

Name of Individual completing this form: Aldon Bookhardt

Signature: Aldon Bookhardt Title: Owner

Telephone: 321-567-5548 Email: aldon@tooties.net

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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc

Date: 3/31/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

William Berry being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Able Business Serv. 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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc

Date: 3/31/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berry. He/She was _____ personally known, X or produced Florida Drivers License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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 William Berry

For Able Business Services, Inc

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: X William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services

Date: X 4/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berry He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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: William Berry CEO
(print individual's name and title)

for: William Berry
(print name of entity submitting sworn statement)

whose business address is: 1234 NW 79 St Miami, Fla 33147

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: William Berry

Name (typed): William Berry

Title: CEO

Company: ABK Business Services, Inc

Date: 3/31/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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, William Berry, 1234 nw 79 st Miami Fla 33147 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:

65-1156531

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

Able Business Services, Inc

Name of Entity, Individual, Partners or Corporation

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

1234 nw 79 st Miami, Fla 33147

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
William Berry	1234 nw 79 st Miami	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:

Able Business Services, Inc.
1234 NW 79 St
Miami, Fla 33147

Signature of Official: William Berry

Name (typed): William Berry

Title: President / CEO

Company: Able Business Services, Inc.

Date: 3/31/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

WELLS FARGO BANK, N.A.
Tamiami Airport
3500 Sw 120 St
Miami FL 33186

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Abbe Business Services Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2026-06-008, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: William Berry

Name (typed): William Berry

Title: CEO

Company: Abbe Business Services, Inc

Date: 3/31/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.: 65-1156551
COUNTY OF Miami-Dade)

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

Signature of Official: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc

Date: 3/31/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berry He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Cadine O'Connor
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

N/A

Executed on 31, MARCH 2026 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc.

Date: 3/31/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, William Berry (the individual attesting below), being duly authorized by and on behalf of Abla Business Serv. 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 31 ~~day~~ of MARCH, 2026

William Berry

Signature of Affiant

Print or Type Name: William Berry

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berg. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 1st day of April, 2026.
My Commission Expires: April 05, 2027

Notary Public

NHCS – E-Verify 081815

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

Foreign Country of Concern Attestation

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

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: William Berry

Title: CEO

Signature: William Berry Date: 3/31/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Able Business Services, Inc. ("**Company**")
Vendor FEIN: 65-1156551
Address: 1234 NW 79 St
City: Miami, Fla 33147 State: Fla Zip: 33147
Phone number: 305-636-5099 Email Address: ablmaint1@bellsouth.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: William Berry
Title: CEO
Signature: William Berry
Date: 3/31/26

ACKNOWLEDGMENT

State of Florida)
) ss.: 65-1156551
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berg. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Able Business Services 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.)
1234 NW 79 St

Requester's name and address (optional)

City, state, and ZIP code
Miami, Fla 33147

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 - 1150551

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 ▶ William Berry Date ▶ 3/31/26

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.

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

William Berry, CEO

(print individual's name and title)

For: Able Business Services, Inc!

(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 1234 NW 79 St

Miami, Fla 33147

And its Federal Employer Identification Number (FEIN) is

65-1156551

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, William Berry CEO, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

Able Business Services, Inc!

(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Able Business Services has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

William Berry (Print Name) | William Berry (Signature) | 3/31/26 Date

Sworn to and subscribed before me this 2nd day of April, 2026.

☐ Personally known to me, or ☑ Produced Identification. FL DL Exp: 08/16/2027.
(Type of identification)

Shailette Cruz
Notary Public – State of Florida

SHAILETTE CRUZ
Notary Public - State of Florida
Commission # HH 434968
My Comm. Expires Aug 17, 2027

My commission expires Aug 17th, 2027; _____.
(Print or stamped commissioned name of notary public.

INTRODUCTION LETTER

As a representative of Arazoza Brothers Maintenance, I would like to express our gratitude for considering us for your future landscape maintenance services provider. We understand that maintaining a beautiful and well-maintained lawn requires more than just cutting the grass. It requires consistent and timely landscaping services to keep your outdoor space looking its best throughout the year.

Our team of experts is equipped with the knowledge and experience to provide a full range of services to keep your property looking its best. We offer services that include lawn care, hedge trimming, tree pruning, plant health care, and irrigation system installation and maintenance. Our goal is to ensure that your lawn and landscape remain healthy, vibrant, and attractive throughout the year, regardless of the season or weather conditions.

At Arazoza Brothers Maintenance, we take pride in our attention to detail and commitment to quality. We understand that each property has unique needs, and we work closely with our clients to develop a customized maintenance plan that meets their specific requirements and budget. Our team of professionals uses advanced software and equipment to ensure accurate scheduling, efficient work processes, and timely completion of all projects.

We value open communication with our clients and believe that regular on-site visits are essential to identify any maintenance issues before they become a problem. We provide our clients with regular updates on our progress and any issues that may arise, ensuring complete transparency throughout the maintenance process.

We are dedicated to building long-lasting partnerships based on trust and mutual respect. We value hard work and strive to exceed our clients' expectations with exceptional service and attention to detail. Thank you for considering Arazoza Brothers Maintenance as your landscape maintenance partner. We look forward to the opportunity to work with Monterra and keep your building looking beautiful for years to come.

Sincerely,

Jonathan Hernandez, South Florida Maintenance Division – Business Developer

7027 SW 87th Court

Miami, FL 33173

305-401-6273

jedward@arazozabrothers.com

Together We Cover More Ground

Hands-On Ownership Involvement

Family owned and operated since 1988

Overall Organization Experience

Arazoza Brothers is Florida's leading Commercial Landscape company. We take pride in delivering consistently excellent results for clients across the state, throughout the lifespan of their landscapes. Our Maintenance Division provides a wide variety of landscape management services to keep your property looking beautiful year-round. Throughout each project, our landscape supervisors inspect the property, guaranteeing the highest quality of work.

As you manage your site(s), you face balancing the visual impact of your property against the cost of sustaining and protecting your investment. Our partnership ensures your landscape needs are covered from maintenance, fertilization, tree care, weed and pest management, storm preparedness and response, and exterior upkeep services.

Beautiful year-round landscaping makes an important positive impression on visitors, tenants and employees. You can count on Arazoza Brother's commercial landscape maintenance crews to give your property the reputation of quality. Our team provides the expertise necessary to care for your turf, trees, shrubs, and plants – providing a natural environment that enhances the appeal of all of your properties. Our property management service team will provide you professional services within a schedule that you can rely on – leaving you with precious time and resources to devote to the many other challenges of running your business.

Existing Landscape Renovation

You can evolve and improve the value of your property with smart and cost-effective enhancements, such as mulching and as-needed renovations.

Irrigation Maintenance

As one of Florida's leading irrigation companies, Arazoza Brothers is staffed by a team of fully licensed and insured professionals trained in the industry's latest Irrigation Maintenance practices. A little preventative maintenance can go a long way in stopping problems before they arise, preventing malfunctions, and keeping your lawn lush, healthy, and green.

- Inspecting wires on all controller and valves
- Updating controller settings, times, and dates
- Replacing back up batteries if needed
- Cleaning nozzles
- Straightening sprinkler heads
- Cleaning filters on reclaimed and well-water systems
- Inspecting for leaks, broken pipes, and any areas that may cause high water bills
- Checking backflow device



Alberto Arazoza
President

Education
University of Florida, Gainesville, Bachelor of Science in Business Administration 1984-87.

Florida International University Master of Landscape Architect Completed 2 of 3 years of program.

Areas of Specialization
Florida Licensed General Contractor. Licensed Irrigation Contractor for Dade, Broward, Palm Beach Counties.

Professional Affiliations
Engineering Contractors Association Member
Board Member 2004-06
Vice President 2005-06

Florida Farm Bureau Board Member

Political Action Committee Chair

University of Florida IFAS Chair Advisory Committee Member

FNGLA Member

Latin Business Association Member-
Awarded LBA Landscape Contractor of the Year-2014, 2017

Riviera Country Club Member 1998-Current

Certifications
State of Florida Certified Contractor CGC1506166 Exp 8/18
State of Florida Certified Irrigation Contractor SCC131151972 Exp 08/18

Arazoza Brothers Corporation

(February 1988 to Present)

President

My responsibilities include, but are not limited to: Managing the daily in-house operation, project sales, project design, preparing and finalizing all project bids, securing financial sources, overseeing collections, and supervising employees and office staff. Responsible for sales, marketing, advertising, and daily contact with general public. Responsible for budgeting projects to secure the financial needs of the operation.

Agri Brothers Corp.,

(Oct 1995 to Present)

President

My responsibilities include, but are not limited to: managing and overseeing the operations of over 30 acres of wholesale nursery materials, securing financial sources, overseeing collections, and supervising employees and office staff.



Eduardo Arazoza
Vice President

Education
Valley Forge Military Academy

Areas of Specialization
Florida Certified Landscape Contractor License.

Professional Affiliations
FNGLA Member
FNGLA Board Member

Engineering Contractors Association Member

Riviera Country Club Member

Certifications
FNGLA Florida Certified Landscape Contractor

Arazoza Brothers Corporation

(February 1988 to Present)

Vice President

My responsibilities include, but not limited to: Managing the daily field operations, supervising 65 employees in the field and superintendents, project management, layout, landscape design, purchasing of plants, equipment, and materials. Responsible for continuous research in the plant industry, ensured up-to-date techniques and procedures in the maintenance and installation of new material.

Agri Brothers Corp.

(October 1995 to Present)

Vice- President

My responsibilities include, but are not limited to: managing and overseeing the operations and production of over 30 acres of wholesale nursery materials, project inventory requirements, analyze plant production, and supervising employees.

Costa Nursery Farms

(July 1982 to January 1988)

Sales Manager

Solicited new accounts, ensured customer satisfaction, and secured prompt delivery of orders.

Production Manager

Analyzed plant production, inspected plants for diseases and growth schedules, and projected all inventory requirements.

Alberto Arazoza Jr.

Account Manager – Miami-Fort Lauderdale

Professional Qualifications

Mr. Arazoza Jr. brings a lifelong foundation in the commercial landscaping and agricultural industry, having been immersed in every facet of Arazoza Brothers' operations since its inception. This deep-rooted experience is complemented by a degree in Food and Agribusiness Marketing and Management from the University of Florida. His background spans from hands-on field production and regional business development to high-level account management. By combining technical agricultural knowledge with a comprehensive understanding of the company's internal divisions, Mr. Arazoza effectively bridges the gap between field execution and strategic client growth.

YEARS OF EXPERIENCE

3+ years post-graduate professional experience

EDUCATION

University of Florida

Bachelor of Science: Food and Agribusiness Marketing and Management Graduated: May 2023

Work History

Arazoza Brothers – Account Manager *April 2024 – Present | Miami-Fort Lauderdale Area*

Manages a diverse portfolio of commercial accounts, ensuring strict adherence to contract compliance and client quality standards.

Serves as the primary liaison between field operations and client stakeholders to ensure seamless service delivery and long-term retention.

Identifies and executes enhancement opportunities and cross-selling strategies to drive regional revenue growth.

Monitors site health and aesthetics to proactively resolve issues before they impact client satisfaction.

Arazoza Brothers – Business Developer *December 2023 – April 2024 | Northeast Florida*

Spearheaded market expansion efforts in the Northeast Florida region, identifying new commercial and municipal opportunities.

Developed strategic partnerships and cultivated a pipeline of prospective clients to establish a brand presence in a competitive market.

Analyzed regional market trends to align service offerings with local environmental and economic demands.

Arazoza Brothers – Production Manager *June 2023 – December 2023 | Jacksonville, Florida*

Oversaw daily field operations, including crew scheduling, labor allocation, and equipment logistics for large-scale commercial projects.

Ensured high-quality production standards through rigorous on-site inspections and safety compliance monitoring.

Managed material procurement and inventory to maintain project timelines and budget integrity.

Arazoza Brothers – Rotational Operations (Lifelong) *Birth – May 2023*

Gained comprehensive exposure to every division of the company, including field labor, irrigation, fleet maintenance, and administrative support.

Developed a foundational understanding of the "Arazoza Way," focusing on the core values of quality, efficiency, and family-driven service.

Jonathan Hernandez

South Florida Maintenance Division – Business Developer

Professional Qualifications

A driven Landscape Manager with 8+years of successful administrative and operations management. Highly skilled in cultivating and leading high-performance, operations, finance and sales teams focused on exceeding business objectives. His focus and strengths lie in cultivation and retention of long-term client relationships as well as retaining a strong team while creating a path for growth.

YEARS OF EXPERIENCE
9+ Years

Work History

Arazoza Brothers, Branch Manager

2022-2025

Develop branch wide strategic business plan, set goals for future growth, via organic growth. Setting a multi-million dollar goal for the next 10 years. Sets training for all team members. Develop and enforce company policies in regards to safety, budgets, financial performance and reporting. Hire and develop management, production and sales teams. Establish long term relationships with organizations and customers aid in system and procedure development to roll out state wide. Report progress to ownership, participate in large construction and landscape installation to improve transition of Construction jobs to our maintenance division.

Arazoza Brothers, Project Manager

2016-2022

As a Project Manager for Arazoza Brothers, I thrived in forming relationships with developers and designers, to create landscape concepts on new luxury high-rises. Projects have ranged from Armani Casa, SLS Lux, Mary Brickell Village, Paraiso District and 1000 Museum - by Zaha Hadid.



Jonathan Hernandez
Branch Manager
T: (305) 246-3223 | **M:** (305) 401-6273
E: jedward@arazozabrothers.com | www.arazozabrothers.com
7027 SW 87th Court Miami FL, 33173

Arazoza Brothers Corp.

Knowledge and Skills

Attention to detail, forward thinking planner working within design and budget constraints to meet customer needs. Great relationship builder with customers, municipalities, managers, vendors and the like.

Extensive knowledge in horticultural practices with disease, insect and plant id. Creation of landscape designs, estimating and sales. Team building and employee motivation.

Marcello Seiple

Branch Manager- Palm Beach

Professional Qualifications

Mr. Seiple brings over 15 years of experience in the commercial landscape industry, with a background spanning field operations, supervision, and account management. He has managed commercial and municipal accounts with direct responsibility for customer satisfaction, budget performance, and contract compliance. His hands-on experience leading crews, combined with his role overseeing P&L performance and client relationships, allow him to effectively align field execution with client expectations.

Work History

Arazoza Brothers – Branch Manager

January 2025 – Present

•Manages day-to-day operations of a commercial landscaping branch over-Seeing personnel, scheduling, equipment, and budgets

•Directed branch performance by leading account managers and field teams, controlling labor and material costs, maintaining high levels of client satisfaction and contract compliance

Impact Landscaping and Irrigation – Account Manager

February 2023 – January 2025

•Performed regular review of customer account to ensure contractual compliance and meet and/or exceed customer expectation's while adhering to budgets

•Creating monthly reports outlining the financial status of customers' accounts

•Streamlined processes for greater efficiency and cost savings

•Monitored and reported on key performance indicators to ensure efficient operations

•Identified up-sell, cross-sell, and renewal opportunities to improve customer satisfaction and increase profits

Brightview Landscaping – Account Manager

February 2018 – October 2023

•Managed a portfolio of accounts by providing timely support and guidance

•Cultivated strong client relationships through proactive communication and problem-solving

•Reviewed account activity reports to identify opportunities to increase sales and retain existing customers

•Resolved customer issues in a timely manner while maintaining a working relationship

Excel Landscaping – Account Manager

April 2008 – September 2018

•Built and maintained pipeline that supported monthly, quarterly, and annual goal

•Developed strategies for improving efficiency, productivity, quality control and cost reduction in the workplace

•Updated client information, contract changes and product prices in company databases

•Maintained company vehicles, equipment and tools in good working order

YEARS OF EXPERIENCE

15 years

Management Skills

Branch Operations

Branch oversight
Route Planning
Crew Allocation
Production Scheduling
Equipment Management
Fleet Oversight
Safety Compliance
Quality Control

Financial Management

P&L Management
Budget Control
Cost Management
Labor Forecasting
Margin Improvement
Financial Reporting

Client Management

Client Relations
Contract Compliance
Issue Resolution
Account Oversight

Scott Arciniega

Vice President of Maintenance

Professional Qualifications

Mr. Arciniega has been involved in the landscape green industry for over 30 years. He moved from working as a Landscape Business Consultant back into leading and managing landscape commercial business operations. As the lead trainer for the Market Optimization Team, he coordinated and delivered training sessions throughout the BrightView merger between ValleyCrest and Brickman. His career includes extensive hands-on experience in landscape maintenance and management, ranging from field gardener to operations executive. He began his college career in landscape architecture before shifting his passion to horticulture, and he also has valuable experience in both the retail and wholesale nursery sectors.

Work History

Arazoza Brothers – Vice President
December 2024 – Present
•Lead and Manage the current Maintenance Division of Arazoza Brothers
•Responsible for growth and development of maintenance division including sales, operations, people development and financial security of the business

ADVANCE Consulting Group, Senior Partner, Nationwide
February 2018 – December 2024
•Consulting and training firm for the landscape industry
•Assess businesses to identify improvements aligned with short- and long-term goals
•Develop and deliver targeted learning sessions using multiple techniques
•Offer coaching and mentoring for all leadership and management levels
•Coach and Mentor Landscape management in the landscape field including landscape quality and efficiency
•Develop systems for companies across the country based on business needs

MGM, Director of Customer Experience, Baton Rouge, LA
August 2017 – January 2018
•Streamlined company processes through training and coaching to enhance customer experience
•Led strategic planning with all field and management team to improve landscape quality and customer service
•Acted as liaison across all organizational levels, promoting team culture and employee growth
•Developed and launched management training in customer service, employee development, finance, and operations

BrightView Landscape Services, Operational Trainer, Nationwide
November 2014 – July 2017
•Supported the ValleyCrest–Brickman merger at BrightView
•Developed and delivered training materials for 150 branch teams nationwide
•Implemented a new operating structure emphasizing customer relationship management, quality, and leadership
•Provided targeted follow-up training for Account Managers and Production Managers
•Partnered with IT to create mobile application tools

YEARS OF EXPERIENCE

30 years

CERTIFICATIONS

Nationally Certified CAMICB (Community Association Managers International Certification Board) Trainer

Certified by the Nevada Department of Business and Industry Real Estate Division to deliver approved landscape training courses

Certified by CAI Nevada to deliver approved landscape training courses

Certified Instructor by the Texas Real Estate Commission MCE TREC ID# 1000003459; License # 1545

InsideOut Development certified trainer

DDI certified 'Target Select' trainer

EDUCATION

University of Cal State Pomona, Pomona, CA
Bachelor of Science degree in Ornamental Horticulture, emphasis in Landscape Construction June 1996

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK		THE WOODS	PERRINE COMMUNITY HOUSE		PERRINE WAYSIDE DOG PARK	VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$8,000.00	$6,000.00	$5,250.00	24	$3,200.00	$1,200.00	24	$4,000.00	$4,500.00
Weed-Eating*	30	$2,000.00	$4,000.00	$2,750.00	24	$1,500.00	$900.00	24	$1,500.00	$2,000.00
Edging*	30	$6,000.00	$4,000.00	$3,000.00	24	$1,800.00	$500.00	24	$2,000.00	$2,500.00
Hedge/Shrubbery Trimming*	12	$3,000.00	$1,750.00	$4,500.00	12	$500.00	$500.00	12	$1,500.00	$1,600.00
Weed Control*	30	$8,000.00	$5,900.00	$3,950.00	24	$2,000.00	$350.00	24	$1,800.00	$2,000.00
Litter/Leaf Control	30	$6,500.00	$5,000.00	$4,000.00	24	$1,500.00	$500.00	24	$2,500.00	$2,000.00
Palm and Hardwood Trimming*	12	$30,000.00	$19,500.00	$15,000.00	12	$1,500.00	$900.00	12	$9,000.00	$10,000.00
Irrigation System Management		$3,000.00	$2,500.00	$2,000.00	N/A		N/A		N/A	$2,000.00
Total Annual Cost Per Facility		$66,500.00	$48,650.00	$40,450.00		$12,000.00	$4,850.00		$22,300.00	$26,600.00

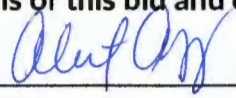
*Cost per Frequency

Total Annual Cost All Facilities $221,350.00

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___ Field 5 ___ Field 6 ___ Open Field ___	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___	Field 1 ___ Field 2 ___ Field 3 ___ Field 4 ___ Field 5 ___ Field 6 ___ Open Field ___	N/A	N/A	N/A
STUMP GRINDING	_____ per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 _____ Field 2 _____ Field 3 _____ Field 4 _____	Field 1 _____ Field 2 _____ Field 3 _____ Field 4 _____ Field 5 _____ Field 6 _____ Open Field ___	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: _____ Supervisor: _____ Equipment:_____ Vehicles:_____ (attach itemized list as necessary)				

Company Name: Arazoza Brothers Corporation	**Phone Number:** (305) 246-3223
Mailing Address: 7027 SW 87th Court Miami, Florida 33173	**Fax Number:** (786) 536-7686
Bid Contact Person: Alberto Arazoza/ Jonathan Hernandez	**F.E.I.D Number:** 650031332
Title: President/ Business Development	**Email Address:** aarazoza@arazozabrothers.com/ Jedward@arazozabrothers.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: 

Name: Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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
No Subs to be utilized			

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: Landscape/Grounds Maintenance Services (P&R Department) Invitation to Bid No. 2026-12-007

Name of Company: Arazoza Brothers 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: Landscape and irrigation maintenance services including mowing, trimming, edging, weed control, litter removal, irrigation system inspections and repairs, and general upkeep of public rights of way and facilities.

Initial Value of Contract: $949,805.82 Final Value of Contract: 2nd term value is $981,266.42

Length of Contract: One year with (2) one year renewals

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:

Arazoza has been one of the better vendors to work with since I got here a year ago. Very responsive and professional.

Name of Public Entity/Company: Town of Jupiter

Name of Individual completing this form: Michael Schneider

Signature: _____ Title: Special Projects Coordinator

Telephone: 561-741-2547 Email: michaelsc@jupiter.fl.us

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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Arazoza Brothers 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: Landscape Maintenance Services

Initial Value of Contract: 1,260,000 Final Value of Contract: $1,722,000

Length of Contract: _____

Would you enter into a contract with the Company in the future? ✓ Yes _____ No

Were the services provided acceptable and of quality standards: ✓ Yes _____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes _____ No

If you responded no to any of the above please provide details:

_____

Comments:

Arazoza Brothers is a premier landscape Maintenance Company in the State of Florida. They have my full recommendation.

Name of Public Entity/Company: _____

Name of Individual completing this form: Justin Reyes

Signature: _____ Title: Manager

Telephone: 305-321-2465 Email: Jreyes@walshgroup.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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Arazoza Brothers 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: Full Maintenance Landscape Maintenance Services

Initial Value of Contract: 2,700,000.00 Final Value of Contract: 8,100,000.00 3/yrs
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:

Happy to refer Arazoza landscape maintenance company as they are an excellent company.

Name of Public Entity/Company: CFX
Name of Individual completing this form: Christopher Bloodwell
Signature: _____ Title: CFX Landscape Tech
Telephone: 407-625-4654 Email: Christopher.Bloodwell@CFXway.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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Alberto Arazoza being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Arazoza Brothers Corporation, 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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-1-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 386346

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 Alberto Arazoza

For Arazoza Brothers Corporation

Whose business address is: 7027 SW 87th Court Miami, Florida 33173

And (if applicable) its Federal Employer Identification Number (FEIN) is: 650031332

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 2nd day of April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera

NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

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 Arazoza

(print individual's name and title)

for: Arazoza Brothers Corporation

(print name of entity submitting sworn statement)

whose business address is: 7027 SW 87th Court Miami, Florida 33173

and (if applicable) its Federal Employer Identification Number (FEIN) is: 650031332

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
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, Alberto Arazoza 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:

650031332

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

Arazoza Brothers Corporation

Name of Entity, Individual, Partners or Corporation

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

7027 SW 87th Court Miami, Florida 33173

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
Alberto Arazoza - President/Secretary	7027 SW 87th Court Miami, Florida33173	50 %
Eduardo Arazoza, Sr. - VP/Treasurer	7027 SW 87th Court Miami, Florida33173	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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Arazoza Brothers Corporation Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : n/a

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 2nd day of April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

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 Arazoza Brothers Corporation _____ 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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 2nd day of April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-1-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 368346

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 04/02/2026 at Miami, Florida under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Alberto Arazoza (the individual attesting below), being duly authorized by and on behalf of Arazoza Brothers Corporation (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 2nd day of April, 2026.

Signature of Affiant

Print or Type Name: Alberto Arazoza

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: Alberto Arazoza

Title: President

Signature: _____ Date: 04/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Arazoza Brothers Corporation ("**Company**")

Vendor FEIN: 650031332

Address: 7027 SW 87th Court

City: Miami State: Florida Zip: 33173

Phone number: (305) 246-3223 Email Address: aarazoza@arazozabrothers.com/ Jedward@arazozabrothers.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.

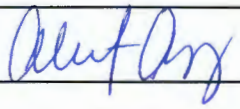
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Alberto Arazoza

Title: President

Signature: 

Date: 04/02/2026

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)
Arazoza Brothers Corporation

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.)
7027 SW 87th Court

Requester's name and address (optional)

City, state, and ZIP code
Miami, Florida 33173

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	3	1	3	3	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 04/02/2026

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

ADDENDUM NO. 1

Date: March 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. 2026-12-007
Landscape/Grounds Maintenance Services (Parks & Recreation Department)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-007 – Exhibit A – Updated Bid Sheets" that includes the updated bid sheets to be used.

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

Palm and Hardwood Trimming
Small palms (under fifteen feet (15')) should be pruned to remove dead fronds and seed pods. Small hardwood trees (under fifteen feet (15')) should only be trimmed to eliminate dead or broken branches, with pruning cuts made according to ANSI standards. If the Company identifies any hazards related to palms or hardwood trees, or if trimming by a specialized tree contractor is needed, the issue must be reported immediately to the Ground Maintenance Supervisor.

Irrigation System
The Company will inspect all irrigation systems weekly to identify any issues with broken heads, lines, valves, timers, and water coverage patterns. Repairs to broken heads and lines or adjustments to water coverage must receive approval from the Village's Ground Maintenance Supervisor before proceeding. Any malfunctioning valves, pumps, or timers must be reported promptly to the Ground Maintenance Supervisor for repair. Material costs must be submitted for approval prior to performing any repairs.

Irrigation System Management

1. Scope of Responsibility
   The Company shall be fully responsible for the maintenance, repair, and scheduling of all irrigation systems within the designated service areas. This includes ensuring optimal water distribution and system efficiency at all times.

2. System Composition & Infrastructure
   a. The Village's irrigation network is a complex infrastructure comprising:

i. Transmission Network: A system of underground pipes and valves located within property limits, ranging in size from three quarters of an inch to three inches (3/4" to 3").

ii. Water Supplies: Localized systems connected to both domestic potable water and well water supply.

iii. Landscape Components: Comprehensive hardware including, but not limited to:
    1. Time clocks and controllers
    2. Irrigation zones and lateral (zone) lines
    3. Risers and sprinkler heads
    4. Electrical wiring, valves, and valve boxes
    5. Pressurized tanks and pumps

3. Inspection & Reporting Protocols
    a. To maintain system integrity, the following protocols must be strictly followed:
        i. Weekly Inspections: The Company will conduct weekly inspections of all systems to identify issues with broken heads, lines, valves, timers, and water coverage patterns.
        ii. Approval Process: Repairs to broken heads and lines, or any adjustments to water coverage, must receive formal approval from the Village Contact Park Supervisor before work begins.
        iii. Malfunction Reporting: Any malfunctioning valves, pumps, or timers must be reported promptly to the Contact Park Supervisor for repair coordination.

4. Financial Controls
    Prior to performing any repairs, the Company is required to submit a detailed breakdown of material costs for approval. No unauthorized expenses will be reimbursed without prior written consent from the Village.

This only applies to parks and grounds with existing irrigation, including Ludovici Park, Palmetto Bay Park sports fields, and Coral Reef Park sports fields. However, if an irrigation system is added to any other park, a review and reassessment will be implemented.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: Does the Scope of Services include tree trimming?

Response: *Please see language above to be included with the Scope of Services.*

Question No. 3: Will the ball fields be maintained as well? Should the bidder complete the optional bid form?

Response: *As noted in "Exhibit A – Bid Sheets" the ball fields are optional bid items. The bidder should complete this section of the bid form in the event the Village requires such services.*

Question No. 4: Is the contract term for these services concluding?

Response: *Yes, the current contract is reaching the contract term.*

Question No. 5: Does the Village handle irrigation work?

Response: *The Village conducts such work in-house and/or outsources.*

Question No. 6: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that the parks are open to the public and accessible during regular hours or operations. The only park closed is Veterans Park which the Village can unlock upon request. However please note that this park is still undeveloped. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Question No. 7: Is irrigation included as part of the contract?

Response: *Please reference the additional language included in Addendum #1 "IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS".*

Question No. 8: Is there a budget for this job?

Response: *No.*

Question No. 9: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 10: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *Under fifteen feet (15').*

Question No. 11: Are there maps for each location that illustrate boundaries?

Response: *No.*

Question No. 12: At Ludovici Park, what belongs to the park and what belongs to the library (what is the contractor responsible for at this location)?

Response: *The Contractor is responsible for all parks.*

Question No. 13: Is there an on-site storage facilities available for the awarded vendor?

Response: *No.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-007

Title: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Name of Contractor Arazoza Brothers Corporation

Date Addendum Received 03/26/2026

Total Pages of Addendum including Acknowledgement 5

Print Name Alberto Arazoza

Signature

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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Alberto Arazoza

President

(print individual's name and title)

For: Arazoza Brothers Corporation

(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 7027 SW 87th Court

Miami, Florida 33173

And its Federal Employer Identification Number (FEIN) is

650031332

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Alberto Arazoza, am duly authorized to make this sworn statement

(Print individuals name and title)

On behalf of:

Arazoza Brothers Corporation.

(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Arazoza Brothers Corporation has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Alberto Arazoza		04/02/2026
(Print Name)	(Signature)	Date

Sworn to and subscribed before me this 2nd day of April, 2026.

☑ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____.
Notary Public – State of Florida

My commission expires 03/01/2027; Vanessa Ygualada-Rivera
(Print or stamped commissioned name of notary public)

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 3[illegible]

Invitation to Bid

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

TITLE:

Landscape/Grounds Maintenance Services (Parks & Recreation Department)

ITB NO.:

2026-12-007

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:15 p.m. EST (Municipal Building)

ISSUED: **Monday, March 16th, 2026**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 20
SECTION 5.0 BID SUBMISSION REQUIREMENTS	21
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	22
SECTION 7.0 SCHEDULES OF EVENTS	23 - 24
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	25 - 45
SECTION 9.0 OTHER FORMS	46 - 47
SECTION 10.0 EXHIBITS	48 - 67
AGREEMENT	68
Exhibit "A": Bid Sheets	69
Exhibit "B": Ordinance 08-10 Form	69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Landscape/Grounds Maintenance Services (Parks & Recreation Department)
No. 2026-12-007

The Village of Palmetto Bay is seeking bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. The Village will **receive sealed bids no later than 3:15 p.m.** on or before **Thursday, April 2nd, 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 "**Landscape/Grounds Maintenance Services (Parks & Recreation Department) ITB# 2026-12-007**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Landscape/Grounds Maintenance Services (Parks & Recreation Department) (the "Project")

The Village is requesting sealed bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. Upon the Village Council's approval as recommended by the Village Manager, the Village will enter into an agreement with the selected Company/Proposer that will delineate the performance measures and expectations of the landscape/grounds maintenance services as further detailed in Section 4.0 entitled 'Scope of Services', and which agreement will delineate the costs of services and procurement methodology (i.e. agreement/purchase order) required of the Village.

It is the Village's intent and the purpose of these specifications to secure a qualified firm(s) to provide specified landscape/grounds maintenance services at Village parks; specifically Coral Reef Park, Palmetto Bay Park; Ludovici Park; Perrine Wayside Park, Perrine Community House and The Woods. Specifications and frequencies are designed to effectuate a level of consistency and aesthetically pleasing and usable facilities.

The successful Proposer must be an independent Company/Proposer and the individual(s) assigned to work for the Village by the Company/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8. The background checks will be conducted by a third-party vendor to the Village, at the cost of the Proposer, and provided directly to the Village by the third-party vendor. The Proposer shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the Proposer. The background checks shall be as to all principals and any employees of proposer to staff the site as proposed under the ITB. Any principle of the proposer determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would precluded from providing services. The employees of proposer determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the proposer's proposal and may result in a precluding the proposer from providing services, at the discretion of the Village Manager.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 East Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

The Village intends to select a single Company, as determined by the Village, to provide landscape/grounds maintenance services at six (6) Village owned and/or operated parks and/or facilities. Dates and times will be scheduled per established frequencies and/or an as-needed basis, with specific duties as described therein. If a new park, i.e. Veterans Park, is completed developed and opened during the term of this contract, the successful Company shall be given the opportunity to submit costs of performing described maintenance and it deemed reasonable and in keeping with costs of the initial six (6) parks, the Village may add Veterans Park as a seventh park under this contact for the duration of the term at its sole discretion.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly; all in accordance with Technical Specifications described herein. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner.

4.02 Restrictions, Conditions and Specifications

A. The selected Company shall adhere to the following rules and conditions concerning landscape/grounds maintenance services at Village parks. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

1. <u>General Requirements</u>
    a. The Company shall provide the Village, with the bid, a copy of their occupational/business licenses. The Company's certification as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) or similar certification is preferred. The bidder warrants that the products and services supplied/performed to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 19780 (OSHA), as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

    b. Personnel shall possess desirable qualities and knowledge to carry out specific tasks. The Company shall instruct and require its personnel to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and usability of facilities, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's

business. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, medical examination which includes drug screening; and free from any physical or emotional disorder handicap that would inhibit or preclude meeting the performance standards under this contract; all which shall be the financial responsibility of the successful proposer Personnel file(s) shall be presented for review upon request of the Village. Upon successful proposer being recommended by the Village Manager, authorized by the Village Council to negotiate a contract with the Village Manager and completion of negotiations agreed upon by Village Manager and the bidder, said successful bidder shall obtain the required background check an medical screening prior to the Village Manager's presentation to the Village Council for final approval. All must be a Citizen of the United States of America, or an alien who has been lawfully authorized to work via the E-Verify National Program (see attachment). Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

c. Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

d. The Company is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Company's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request.

e. The Company shall provide a maintenance supervisor or lead person to have supervisory responsibility over all personnel on duties for respective assignments. The Company shall designate a person to directly handle any situations which may arise regarding required maintenance and/or the performance of same.

f. This ITB, as described in the attached Contract document, proposes an initial term of three (3) years, with two (2) additional one-year extensions as approved by the Village Council or Village Manager.

g. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. or thirty (30) minutes before sundown' Monday through Friday. Work performed at any other hours will require prior written approval from the Village Manager or appointed designee. The Village reserves the right to request modifications to the maintenance schedule in order to accommodate special events and/or programs. Said maintenance schedule modifications shall be requested a minimum one (1) week in advance. Additionally, the Company shall submit a monthly maintenance schedule indicating the days/time of service incorporating all identified parks.

h. Upon completion of scheduled landscape/grounds maintenance services, the Company shall forward an invoice for payment to the Village. Assigned Village supervisory personnel shall inspect each facility following scheduled frequency, and should any task be found to be incomplete, the Company shall be notified and given twenty-four (24) hours to rectify. Should the Company fail to respond, the specific dollar amount designated for the subject tasks shall be deducted from the total invoiced amount; and processed accordingly. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

2. Uniforms/Equipment
   a. All personnel must be well groomed and neatly uniformed while on-duty on working in a Village park. Uniforms are to include Company's name to identify respective personnel accordingly.

   b. The Company's personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract or the Village or allowable via established safety regulations.

   c. All equipment used by the Company is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Company shall include with his/her bid, a complete inventory of all Company owned landscape/grounds maintenance equipment. All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

3. Facilities
   The Village currently has jurisdiction over six (6) parks and request scheduled landscape/grounds maintenance services at each as per designated frequencies. Said landscape/grounds maintenance services incorporates all areas of the park excluding designated areas noted below:
   a. Coral Reef Park: 7895 SW 152nd Street, Palmetto Bay
      - Excludes trimming of any shrubbery within the Ken Robinson Meditation Garden
      - Excludes any areas within the Pineland Preserve
      - Excludes mowing of four (4) athletic fields

b. Palmetto Bay Park: 17535 SW 95th Avenue, Palmetto Bay
   - Excludes six (6) ballfield (within fence lines)
   - Open field used for soccer, etc.

c. Perrine Wayside Park: 16425 South Dixie Highway: total acreage
   - Exclusions: none

d. Ludovici Park: 17641 Old Cutler Road, Palmetto Bay:
   - Excludes butterfly garden areas
   - Excludes bayside property of National Parks Service (rear of property)
   - Excludes abutting Palmetto Bay Center property

e. Perrine Community House: 900 SW 97th Ave (Perrine Avenue)), Palmetto Bay
   - Exclusions: none

f. The Woods: SW 168th Street to 174th Street / 88th Avene to 88th Court, Palmetto Bay
   - Excludes all trees and shrubbery within protected/sanctuary area. East/west: maintain perimeter only from street to tree/shrubby line. North: 168th Street ROW fronting park and area sidewalk to tree/shrubbery line. South: property line to tree/shrubbery line.

4. Technical Specifications
   a. Mowing
      - Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans or other materials. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. Any and all grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

      - The cutting height shall be a minimum of two and a half inches (2 ½') to a maximum of four inches (4") above soil level (or adjusted as requested). All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds and/or contamination. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

      - Mowing shall be done carefully so as not to bark trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs or other facilities and/or amenities. Should any of the above listed damage occur, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any

type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Combination reel/rotary mowers specially designed to cut Bermuda or St. Augustine grasses may be used.

b. Weed-Eating
   - Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed form around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

c. Edging
   - The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.
   - Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

d. Weed Control
   - Weeds are to be **MANUALLY** removed from shrubs, hedges, ground cover and/or flower beds and/or landscaped tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines; however, on such surfaces Contractor may apply approved herbicide with hand sprayer. This includes tree rings with no ground cover; but operator must use caution as to not over-spray on adjacent grass. The Company shall be responsible for replacement of any plants and/shrubbery in landscaped areas, and grasses adjacent to tree rings, which were determined to be destroyed by use of herbicide spraying rather than the required manual removal of weeds.

e. Shrub/Hedge Trimming
   - All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at **a frequency of once per month**.

   - Hedges shall be maintained in a geometric form and may be sheared by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and

disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces/park entrances, etc.; e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both Company and Village.

f. Litter/Debris/Leaf Control
   - Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

   - **During each frequency visit**, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by the Company.

g. Frequencies
   - Coral Reef Park; Palmetto Bay Park; Ludovici Park/Perrine Community House/The Woods:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - April 1st through September 30th = once every ten (10) days
     - October 1st through March 31st = once every fourteen (14) days

   - Perrine Wayside Dog Park:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - 2nd and 4th Tuesday of each month; 7:00 a.m. – 9:00 a.m.
   - Hedge/Shrubbery Trimming: once per month

5. Optional Tasks/Bid: Strictly on an As-Needed/Requested Basis
   The Company is also requested to submit bids for optional work over and above the annually contracted landscape/grounds maintenance tasks described herein, as follows:

   a. Stump-Grinding: Stumps shall be grinded down to a level a minimum six inches (6") below the level of existing grounds; debris removed and filled with soil. The bid is to be based per inch ref diameter of stump.

   b. Mowing of Athletic Fields at Coral Reef Park (four (4)) and Palmetto Bay Park (six (6) softball and one (1) open soccer field): These fields shall be mowed once a week from October 15th through April 15th and twice per week during the growing season of April

16th through October 14th, for a total of eighty (80) cuts per year. Mowing must be accomplished with a reel/rotary combination mower also designed for Bermuda/St. Augustine/other grass fields, and cut at a height between three fourth inches (¾") to two and a half inches (2 ½") above soil level, as requested by the Parks and Recreation Department. Mowers shall be cleaned prior to and after mowings, and maintained/sharpened accordingly.

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 3:15 p.m. EST April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:15 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 04/01/26

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A	N/A	N/A	N/A

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Brightview Landscape

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: Cityuide landscaping services to include mowing, edging, trimming, weed control, blowing, putting down organic fertilizer, and leaf clean up.
Initial Value of Contract: $174,502.10 Final Value of Contract: $894,157.65
Length of Contract: 3 years, plus 2 more years optional
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:

Brightview is an excellent landscaping company. They have been a pleasure to work with, great communication, and very professional. I highly recommend them.

Name of Public Entity/Company: City of South Miami
Name of Individual completing this form: Armando E. Muñoz Jr.
Signature: [signature] Title: Park Superintendent
Telephone: 305-668-3877 Email: Armando.muñoz@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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Brightview Landscape

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: Irrigation, mowing Comman areas, mowing Bermuda Sod mulching, tree trimming, lining soccer/football Fields, lining Baseball Fields

Initial Value of Contract: $544,992 Final Value of Contract: $544,992

Length of Contract: 3years

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 Cutler Bay

Name of Individual completing this form: Etienne Bejarano

Signature: [signature] Title: Parks and Recreation Director

Telephone: 786-205-3895 Email: ebejarano@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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Brightview Landscape

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: landscape and grounds maintenance of right of ways, parks and facilities

Initial Value of Contract: 1,000,000+ Final Value of Contract: 1,500,000 +

Length of Contract: 5 years

Would you enter into a contract with the Company in the future? x Yes _____ No

Were the services provided acceptable and of quality standards: x Yes _____ No

Was the Company responsive to your requests and resourceful with the task? x Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

x Yes _____ No

If you responded no to any of the above please provide details:

Comments: BrightView outstanding performance, technical proficiency and response time make them a great choice for landscape services to any organization. they are a valuable partner for the city of aventura

Name of Public Entity/Company: City of Aventura

Name of Individual completing this form: Angel Blanco

Signature: _____ Title: Assistant Public Works Director

Telephone: 305.466.8931 Email: blancoa@cityofaventura.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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Charles Gonzalez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Brightview Landscape Services 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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services

Date: 4/01/26

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 1st day of April, 2026 by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 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 Brightview Landscape Services Inc.

For Village of Palmetto Bay

Whose business address is: 4155 E Mowry Dr Homestead, FL 33033

And (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223

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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

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 1st day of April, 2026, by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY,

FLORIDA by: Charles Gonzalez VPGM

(print individual's name and title)

for: Brightview Landscape Services Inc.

(print name of entity submitting sworn statement)

whose business address is: 4155 E Mowry Dr Homestead, FL 33033

and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223

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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

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 1st day of April, 2026, by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTC
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Charles 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:

95-4194223

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

Brightview Landscape Services Inc.

Name of Entity, Individual, Partners or Corporation

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

4155 E Mowry Dr Homestead, FL 33033

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
Amanda Heffner	980 Jolly Rd #300 Blue Bell,PA 19422	25 %
Michael Dozier	980 Jolly Rd #300 Blue Bell,PA 19422	25 %
Dale Asplund	980 Jolly Rd #300 Blue Bell,PA 19422	50 %

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

N/A

Signature of Official: _____

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

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 1st day of April, 2026 by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Brightview Landscape Services 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# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : Brightview Landscape Services Inc.

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

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 1st day of April, 2026 by Charles Gonzalez. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami Dade)

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

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

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 1st day of April, 2026, by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 4/1/26 at 4155 E Mowry Dr Homestead, FL 33033
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/01/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Charles Gonzalez (the individual attesting below), being duly authorized byand on behalf of Brightview Landscape Services 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 1st day of April, 20 26 .

Signature of Affiant

Print or Type Name: Charles Gonzalez

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1st day of April, 2026, by Charles Gonzalez. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 1st day of April, 2026

My Commission Expires: _____

_____
Notary Public

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Charles Gonzalez

Title: VPGM

Signature: _____ Date: 4/01/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Brightview Landscape Services Inc. ("**Company**")

Vendor FEIN: 95-4194223

Address: 4155 E Mowry Dr

City: Homestead State: FL Zip: 33033

Phone number: 786-417-2004 Email Address: charles.gonzalez@brightview.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: Charles Gonzalez

Title: VPGM

Signature: [signature]

Date: 4/01/26

Form **W-9**
(Rev. December 2014)
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.

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
P.O. BOX 740655

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30374-0655

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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	5	–	4	1	9	4	2	2	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 3-1-2023

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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. 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. See *What is FATCA reporting?* on page 2 for further information.

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Charles Gonzalez VPGM
(print individual's name and title)

For: Brightview Landscape Services Inc.
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 4155 E Mowry Dr. Homestead, FL 33033

And its Federal Employer Identification Number (FEIN) is

95-4194223

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Charles Gonzalez VPGM, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

Brightview Landscape Services Inc.
(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that _____Brightview_Landscape_Services_Inc._____has a Business (Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

___Charles_Gonzalez_____ _____ __4/1/26__
(Print Name) (Signature) Date

Sworn to and subscribed before me this __1st__First_____day of ___April____, 20_26_.

☐ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____
Notary Public – State of Florida

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

My commission expires _____.
(Print or Stamped commissioned name of notary public.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(3) is a sexual offender or a sexual predator; or
(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest:
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

ADDENDUM NO. 1

Date: March 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. 2026-12-007
Landscape/Grounds Maintenance Services (Parks & Recreation Department)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-007 – Exhibit A – Updated Bid Sheets" that includes the updated bid sheets to be used.

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

Palm and Hardwood Trimming
Small palms (under fifteen feet (15')) should be pruned to remove dead fronds and seed pods. Small hardwood trees (under fifteen feet (15')) should only be trimmed to eliminate dead or broken branches, with pruning cuts made according to ANSI standards. If the Company identifies any hazards related to palms or hardwood trees, or if trimming by a specialized tree contractor is needed, the issue must be reported immediately to the Ground Maintenance Supervisor.

Irrigation System
The Company will inspect all irrigation systems weekly to identify any issues with broken heads, lines, valves, timers, and water coverage patterns. Repairs to broken heads and lines or adjustments to water coverage must receive approval from the Village's Ground Maintenance Supervisor before proceeding. Any malfunctioning valves, pumps, or timers must be reported promptly to the Ground Maintenance Supervisor for repair. Material costs must be submitted for approval prior to performing any repairs.

Irrigation System Management

1. Scope of Responsibility
   The Company shall be fully responsible for the maintenance, repair, and scheduling of all irrigation systems within the designated service areas. This includes ensuring optimal water distribution and system efficiency at all times.

2. System Composition & Infrastructure
   a. The Village's irrigation network is a complex infrastructure comprising:

i. Transmission Network: A system of underground pipes and valves located within property limits, ranging in size from three quarters of an inch to three inches (3/4" to 3").

ii. Water Supplies: Localized systems connected to both domestic potable water and well water supply.

iii. Landscape Components: Comprehensive hardware including, but not limited to:
    1. Time clocks and controllers
    2. Irrigation zones and lateral (zone) lines
    3. Risers and sprinkler heads
    4. Electrical wiring, valves, and valve boxes
    5. Pressurized tanks and pumps

3. Inspection & Reporting Protocols
    a. To maintain system integrity, the following protocols must be strictly followed:
        i. Weekly Inspections: The Company will conduct weekly inspections of all systems to identify issues with broken heads, lines, valves, timers, and water coverage patterns.
        ii. Approval Process: Repairs to broken heads and lines, or any adjustments to water coverage, must receive formal approval from the Village Contact Park Supervisor before work begins.
        iii. Malfunction Reporting: Any malfunctioning valves, pumps, or timers must be reported promptly to the Contact Park Supervisor for repair coordination.

4. Financial Controls
    Prior to performing any repairs, the Company is required to submit a detailed breakdown of material costs for approval. No unauthorized expenses will be reimbursed without prior written consent from the Village.

This only applies to parks and grounds with existing irrigation, including Ludovici Park, Palmetto Bay Park sports fields, and Coral Reef Park sports fields. However, if an irrigation system is added to any other park, a review and reassessment will be implemented.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: Does the Scope of Services include tree trimming?

Response: *Please see language above to be included with the Scope of Services.*

Question No. 3: Will the ball fields be maintained as well? Should the bidder complete the optional bid form?

Response: *As noted in "Exhibit A – Bid Sheets" the ball fields are optional bid items. The bidder should complete this section of the bid form in the event the Village requires such services.*

Question No. 4: Is the contract term for these services concluding?

Response: *Yes, the current contract is reaching the contract term.*

Question No. 5: Does the Village handle irrigation work?

Response: *The Village conducts such work in-house and/or outsources.*

Question No. 6: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that the parks are open to the public and accessible during regular hours or operations. The only park closed is Veterans Park which the Village can unlock upon request. However please note that this park is still undeveloped. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Question No. 7: Is irrigation included as part of the contract?

Response: *Please reference the additional language included in Addendum #1 "IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS".*

Question No. 8: Is there a budget for this job?

Response: *No.*

Question No. 9: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 10: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *Under fifteen feet (15').*

Question No. 11: Are there maps for each location that illustrate boundaries?

Response: *No.*

Question No. 12: At Ludovici Park, what belongs to the park and what belongs to the library (what is the contractor responsible for at this location)?

Response: *The Contractor is responsible for all parks.*

Question No. 13: Is there an on-site storage facilities available for the awarded vendor?

Response: *No.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-007

Title: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Name of Contractor Brightview Landscape Services Inc.

Date Addendum Received 3/26/26

Total Pages of Addendum including Acknowledgement 5

Print Name Charles 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.

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$801.46	$380.03	$84.01	24	$144.33	$15.81	24	$78.21	
Weed-Eating*	30	$801.46	$380.03	$84.01	24	$48.11	$15.81	24	$78.21	
Edging*	30	$74.02	$40	$12.02	24	included	$8.40	24	$20.80	
Hedge/ Shrubbery Trimming*	12	$506.83	$800.04	$640.03	12	included	$49.20	12	$220.04	
Weed Control*	30	$62.06	$96.17	$32.18	24	included	$3.34	24	$21.52	
Litter/ Leaf Control	30	included	included	included	24	included	included	24	included	
Palm and Hardwood Trimming*	12	included	included	included	12	included	included	12	included	
Irrigation System Management		$11,104.11	$12,041.54	$752.55	N/A		N/A		N/A	
Total Annual Cost Per Facility		$69,356.07	$48,528.92	$14,799.51		$4618.56	$1,891.20		$7,411.68	

*Cost per Frequency

Total Annual Cost All Facilities $146,605.94

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $3900 Field 2 $5600 Field 3 $5000 Field 4 $2000	Field 1 $1700 Field 2 $1700 Field 3 $1700 Field 4 $1700 Field 5 $1700 Field 6 $1700 Open Field $2800	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $500 Field 2 $800 Field 3 $800 Field 4 $300	Field 1 $250 Field 2 $250 Field 3 $250 Field 4 $250 Field 5 $250 Field 6 $250 Open Field $400	N/A	N/A	N/A
STUMP GRINDING	$4 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $95 Field 2 $110 Field 3 $110 Field 4 $80	Field 1 $75 Field 2 $75 Field 3 $75 Field 4 $75 Field 5 $75 Field 6 $75 Open Field $90	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $65 Supervisor: $125 Equipment: $150 Vehicles: $75 (attach itemized list as necessary)				

Company Name:	Phone Number:
Brightview Landscape Services Inc.	305-781-4589
Mailing Address:	**Fax Number:**
4155 E Mowry Dr Homestead, FL 33033	305-258-8011
Bid Contact Person:	**F.E.I.D Number:**
Charles Gonzalez	95-4194223
Title:	**Email Address:**
VPGM	charles.gonzalez@brightview.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: _____

Name: Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services (P&R Department)** ITB No. 2026-12-007 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: **Landscape/Grounds Maintenance Services (P&R Department)**
ITB No. 2026-12-007 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

SECTION 10.0: Exhibits

Draft Contract for: Landscape/Grounds Maintenance Services (P&R Department)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Company

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in the Village's ITB, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this

DRAFT

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# 2026-12-007

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, either for the Village's convenience, by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village, However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

37.0 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

38.0 Federal and State Tax

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

39.0 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, *et seq.*, which is incorporated by reference as if fully set forth.

40.0 Entire Agreement

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

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

42.0 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Agreement shall be construed liberally to achieve its intent.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Bid Sheets **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(Total of 2 .pdfs to download with solicitation)

Invitation to Bid

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

TITLE:

Landscape/Grounds Maintenance Services (Parks & Recreation Department)

ITB NO.:

2026-12-007

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:15 p.m. EST (Municipal Building)

ISSUED: **Monday, March 16th, 2026**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 20
SECTION 5.0 BID SUBMISSION REQUIREMENTS	21
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	22
SECTION 7.0 SCHEDULES OF EVENTS	23 - 24
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	25 - 45
SECTION 9.0 OTHER FORMS	46 - 47
SECTION 10.0 EXHIBITS	48 - 67
AGREEMENT	68
Exhibit "A": Bid Sheets	69
Exhibit "B": Ordinance 08-10 Form	69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Landscape/Grounds Maintenance Services (Parks & Recreation Department)
No. 2026-12-007

The Village of Palmetto Bay is seeking bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. The Village will **receive sealed bids no later than 3:15 p.m.** on or before **Thursday, April 2nd, 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 "**Landscape/Grounds Maintenance Services (Parks & Recreation Department) ITB# 2026-12-007**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Landscape/Grounds Maintenance Services (Parks & Recreation Department) (the "Project")

The Village is requesting sealed bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. Upon the Village Council's approval as recommended by the Village Manager, the Village will enter into an agreement with the selected Company/Proposer that will delineate the performance measures and expectations of the landscape/grounds maintenance services as further detailed in Section 4.0 entitled 'Scope of Services', and which agreement will delineate the costs of services and procurement methodology (i.e. agreement/purchase order) required of the Village.

It is the Village's intent and the purpose of these specifications to secure a qualified firm(s) to provide specified landscape/grounds maintenance services at Village parks; specifically Coral Reef Park, Palmetto Bay Park; Ludovici Park; Perrine Wayside Park, Perrine Community House and The Woods. Specifications and frequencies are designed to effectuate a level of consistency and aesthetically pleasing and usable facilities.

The successful Proposer must be an independent Company/Proposer and the individual(s) assigned to work for the Village by the Company/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8. The background checks will be conducted by a third-party vendor to the Village, at the cost of the Proposer, and provided directly to the Village by the third-party vendor. The Proposer shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the Proposer. The background checks shall be as to all principals and any employees of proposer to staff the site as proposed under the ITB. Any principle of the proposer determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would precluded from providing services. The employees of proposer determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the proposer's proposal and may result in a precluding the proposer from providing services, at the discretion of the Village Manager.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB; .
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 East Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

business. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, medical examination which includes drug screening; and free from any physical or emotional disorder handicap that would inhibit or preclude meeting the performance standards under this contract; all which shall be the financial responsibility of the successful proposer Personnel file(s) shall be presented for review upon request of the Village. Upon successful proposer being recommended by the Village Manager, authorized by the Village Council to negotiate a contract with the Village Manager and completion of negotiations agreed upon by Village Manager and the bidder, said successful bidder shall obtain the required background check an medical screening prior to the Village Manager's presentation to the Village Council for final approval. All must be a Citizen of the United States of America, or an alien who has been lawfully authorized to work via the E-Verify National Program (see attachment). Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

c. Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

d. The Company is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Company's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request.

e. The Company shall provide a maintenance supervisor or lead person to have supervisory responsibility over all personnel on duties for respective assignments. The Company shall designate a person to directly handle any situations which may arise regarding required maintenance and/or the performance of same.

f. This ITB, as described in the attached Contract document, proposes an initial term of three (3) years, with two (2) additional one-year extensions as approved by the Village Council or Village Manager.

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.

b. Palmetto Bay Park: 17535 SW 95th Avenue, Palmetto Bay
   - Excludes six (6) ballfield (within fence lines)
   - Open field used for soccer, etc.

c. Perrine Wayside Park: 16425 South Dixie Highway: total acreage
   - Exclusions: none

d. Ludovici Park: 17641 Old Cutler Road, Palmetto Bay:
   - Excludes butterfly garden areas
   - Excludes bayside property of National Parks Service (rear of property)
   - Excludes abutting Palmetto Bay Center property

e. Perrine Community House: 900 SW 97th Ave (Perrine Avenue)), Palmetto Bay
   - Exclusions: none

f. The Woods: SW 168th Street to 174th Street / 88th Avene to 88th Court, Palmetto Bay
   - Excludes all trees and shrubbery within protected/sanctuary area. East/west: maintain perimeter only from street to tree/shrubby line. North: 168th Street ROW fronting park and area sidewalk to tree/shrubbery line. South: property line to tree/shrubbery line.

4. Technical Specifications
   a. Mowing
      - Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans or other materials. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. Any and all grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

      - The cutting height shall be a minimum of two and a half inches (2 ½') to a maximum of four inches (4") above soil level (or adjusted as requested). All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds and/or contamination. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

      - Mowing shall be done carefully so as not to bark trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs or other facilities and/or amenities. Should any of the above listed damage occur, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any

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:

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

The Village intends to select a single Company, as determined by the Village, to provide landscape/grounds maintenance services at six (6) Village owned and/or operated parks and/or facilities. Dates and times will be scheduled per established frequencies and/or an as-needed basis, with specific duties as described therein. If a new park, i.e. Veterans Park, is completed developed and opened during the term of this contract, the successful Company shall be given the opportunity to submit costs of performing described maintenance and it deemed reasonable and in keeping with costs of the initial six (6) parks, the Village may add Veterans Park as a seventh park under this contact for the duration of the term at its sole discretion.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly; all in accordance with Technical Specifications described herein. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner.

4.02 Restrictions, Conditions and Specifications

A. The selected Company shall adhere to the following rules and conditions concerning landscape/grounds maintenance services at Village parks. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

1. <u>General Requirements</u>
    a. The Company shall provide the Village, with the bid, a copy of their occupational/business licenses. The Company's certification as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) or similar certification is preferred. The bidder warrants that the products and services supplied/performed to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 19780 (OSHA), as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

    b. Personnel shall possess desirable qualities and knowledge to carry out specific tasks. The Company shall instruct and require its personnel to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and usability of facilities, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's

disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces/park entrances, etc.; e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both Company and Village.

f. Litter/Debris/Leaf Control
   - Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

   - **During each frequency visit**, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by the Company.

g. Frequencies
   - Coral Reef Park; Palmetto Bay Park; Ludovici Park/Perrine Community House/The Woods:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - April 1st through September 30th = once every ten (10) days
     - October 1st through March 31st = once every fourteen (14) days

   - Perrine Wayside Dog Park:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - 2nd and 4th Tuesday of each month; 7:00 a.m. – 9:00 a.m.
   - Hedge/Shrubbery Trimming: once per month

5. Optional Tasks/Bid: Strictly on an As-Needed/Requested Basis
The Company is also requested to submit bids for optional work over and above the annually contracted landscape/grounds maintenance tasks described herein, as follows:

   a. Stump-Grinding: Stumps shall be grinded down to a level a minimum six inches (6") below the level of existing grounds; debris removed and filled with soil. The bid is to be based per inch ref diameter of stump.

   b. Mowing of Athletic Fields at Coral Reef Park (four (4)) and Palmetto Bay Park (six (6) softball and one (1) open soccer field): These fields shall be mowed once a week from October 15th through April 15th and twice per week during the growing season of April

type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Combination reel/rotary mowers specially designed to cut Bermuda or St. Augustine grasses may be used.

b. Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed form around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

c. Edging

- The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.
- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

d. Weed Control

- Weeds are to be **MANUALLY** removed from shrubs, hedges, ground cover and/or flower beds and/or landscaped tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines; however, on such surfaces Contractor may apply approved herbicide with hand sprayer. This includes tree rings with no ground cover; but operator must use caution as to not over-spray on adjacent grass. The Company shall be responsible for replacement of any plants and/shrubbery in landscaped areas, and grasses adjacent to tree rings, which were determined to be destroyed by use of herbicide spraying rather than the required manual removal of weeds.

e. Shrub/Hedge Trimming

- All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at **a frequency of once per month.**

- Hedges shall be maintained in a geometric form and may be sheared by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and

g. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. or thirty (30) minutes before sundown' Monday through Friday. Work performed at any other hours will require prior written approval from the Village Manager or appointed designee. The Village reserves the right to request modifications to the maintenance schedule in order to accommodate special events and/or programs. Said maintenance schedule modifications shall be requested a minimum one (1) week in advance. Additionally, the Company shall submit a monthly maintenance schedule indicating the days/time of service incorporating all identified parks.

h. Upon completion of scheduled landscape/grounds maintenance services, the Company shall forward an invoice for payment to the Village. Assigned Village supervisory personnel shall inspect each facility following scheduled frequency, and should any task be found to be incomplete, the Company shall be notified and given twenty-four (24) hours to rectify. Should the Company fail to respond, the specific dollar amount designated for the subject tasks shall be deducted from the total invoiced amount; and processed accordingly. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

2. Uniforms/Equipment

a. All personnel must be well groomed and neatly uniformed while on-duty on working in a Village park. Uniforms are to include Company's name to identify respective personnel accordingly.

b. The Company's personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract or the Village or allowable via established safety regulations.

c. All equipment used by the Company is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Company shall include with his/her bid, a complete inventory of all Company owned landscape/grounds maintenance equipment. All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

3. Facilities

The Village currently has jurisdiction over six (6) parks and request scheduled landscape/grounds maintenance services at each as per designated frequencies. Said landscape/grounds maintenance services incorporates all areas of the park excluding designated areas noted below:

a. Coral Reef Park: 7895 SW 152nd Street, Palmetto Bay
   - Excludes trimming of any shrubbery within the Ken Robinson Meditation Garden
   - Excludes any areas within the Pineland Preserve
   - Excludes mowing of four (4) athletic fields

16th through October 14th, for a total of eighty (80) cuts per year. Mowing must be accomplished with a reel/rotary combination mower also designed for Bermuda/St. Augustine/other grass fields, and cut at a height between three fourth inches (¾") to two and a half inches (2 ½") above soil level, as requested by the Parks and Recreation Department. Mowers shall be cleaned prior to and after mowings, and maintained/sharpened accordingly.

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 3:15 p.m. EST April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:15 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: Rodger Crouse

Name (typed): Rodger Crouse

Title: Pres

Company: Crodon Inc

Date: 3-30-26

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		

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: Rodger Crouse

Name (typed): Rodger Crouse

Title: Pres

Company: Crodow Inc

Date: 3-30-26

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, TREE Trimming

Initial Value of Contract: 100000 Final Value of Contract: SAME

Length of Contract: 5 YRS

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

—

Comments:

—

Name of Public Entity/Company: Miami DAD County — Libraries

Name of Individual completing this form: Jim Ruskin

Signature: _____ Title: Grounds Mgr

Telephone: 305.480.1709 Email: RustinC Miami Dade.Gov.

See Attached

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, Tree Trimming

Initial Value of Contract: 240,000 Final Value of Contract: SAME
Length of Contract: 5 yrs
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Miami Dad County — Roads Div.
Name of Individual completing this form: Mike Rojas - S
Signature: ____ Title: Division Mgr
Telephone: 305. 270-1791 Email: Michael.Rojas2@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: Village-Wide Landscaping and Maintenance (PS and Code) Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, Tree Trimming

Initial Value of Contract: OPEN Final Value of Contract: OPEN

Length of Contract: 5 yrs

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

—

Comments:

—

Name of Public Entity/Company: Miami Dad County

Name of Individual completing this form: LARRY GARDNER

Signature: _____ Title: Mgr Special Tax Dist

Telephone: 786-202-1037 Email: Larry.Gardner@MiamiDade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

Reference Section	Tree trimming and Landscaping	
	Reference Check #1	
	Company/Organization Name:	Mix'd Greens
	Address:	28905 SW 162 Ave Homestead Fl 33054
	Contact Person:	Vicky
	Contact Phone Number:	305-345-1722
	Contact E-mail (if applicable):	mgnaegy@mixdgreens.net
	Scope	Mangrove cleaning, land clearing, treework
	Amount	several jobs
	Reference Check #2	
	Company/Organization Name:	Miami Dade County (Librarys)
	Address:	9445 Coral Way Miami Fl 33165
	Contact Person:	James Rustin
	Contact Phone Number:	786-763-4705
	Contact E-mail (if applicable):	rustinj@miamidade.gov
	Scope	on going, landscaping
	Amount	open
	Reference Check #3	
	Company/Organization Name:	Miami Dade County (RER)
	Address:	701 NW 1 Ct Miami Dade Fl 33136
	Contact Person:	Tiffeny Melvin
	Contact Phone Number:	305-590-5805
	Contact E-mail (if applicable):	Melvit@miamidade.gov
	Scope	2025 / 2026 Invasive plant removal
	Amount	$25,000
	Reference Check #3	
	Company/Organization Name:	Miami Dade County (Parks)
	Address:	701 NW 1 Ct Miami Dade Fl 33136
	Contact Person:	Larry Gardner
	Contact Phone Number:	305-202-1037
	Contact E-mail (if applicable):	larry.gardner@miamidade.gov
	Date of Contract Scope	2007 to Present
	Amount	Open

	Reference Check #3	
	Company/Organization Name:	Miami Dade County (Fier Dept)
	Address:	701 NW 1 Ct Miami Dade Fl 33136
	Contact Person:	Jayson West
	Contact Phone Number:	305-270-2984
	Contact E-mail (if applicable):	kristine.alvarez@miamidade.gov
	Date of Contract Scope	2025 invasive plant removal
	Amount	2023 2024 / 2025 / 2026 - Trees - Open

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, Tree Trimming

Initial Value of Contract: OPEN Final Value of Contract: OPEN
Length of Contract: 5 yrs
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

—

Comments:

—

Name of Public Entity/Company: Miami Dad County
Name of Individual completing this form: Larry Gardner
Signature: ____ Title: Mgr Special Tax Dist
Telephone: 786-202-1037 Email: Larry.Gardner@MiamiDade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

11/6/19

Michael Rojas, RAAM Superintendent

Miami Dade County Parks, Recreation, and Open Spaces Department

Right-of-Way Aesthetic & Assets Management Division (R.A.A.M.)

7998 S.W. 107th Avenue

Miami, FL, 33173

Phone # 305-270-1791

Mobile # 305-781-7432

Michael.Rojas2@miamidade.gov

To whom it may concern,

I would like to recommend to the Bid Recipient, that Cordon Inc. for your consideration of the bids for tree debris and general maintenance projects.

I have worked with the owners Mr. Mark Donnelly and Mr. Rodger Crouse of Crodon Inc. many years and they have demonstrated for our organization top quality work on the job. They performed countless tree and landscaping projects/landscape maintenance services both large and small, and demonstrated high quality work while showing the ability to comply with the technical specification and scope of services for each project. Cordon Inc. is an excellent group to work with because of their professional work from start to finish trouble shooting and the follow up.

Please do not hesitate to contact me at the above number if you have any further questions about

Yours sincerely,

Michael Rojas

CRODON INC
11767 S DIXIE HIGHWAY#429
MIAMI, FL 33156
*Phone 305-794-7499 * Fax 305-274-1550*
10/15/20

GOODS/SERVICES THAT HAVE BEEN PROVIDED BY CRODON INC. TO: BLUE STREAK TELECOMMUNICATIONS

Group 1: Furnish Plant Material NA
Vendor(s) shall furnish and deliver Florida Grade #1 or better Plant Material as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants.

Group 2: Furnish and Install Plant Material NA
Vendor(s) shall furnish, deliver, and install Florida Grade #1 or better Plant Material as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants.

Group 3: Tree Services (with Arborist) *initial JM
Vendor(s) shall provide tree services, including but not limited to, trimming, thinning, shaping, spraying, transplanting, removal, root pruning, stump grinding, mulching of vegetation, relocating, and resetting. This group should be used when a Certified Arborist is required or where a department requires a Certified Arborist to fulfill the requirements of the specific project.

Group 4: Tree Services (without Arborist) *initial JM
Vendor(s) shall provide tree services, including but not limited to, trimming, thinning, shaping, spraying, transplanting, removal, root pruning, stump grinding, mulching of vegetation, relocating, and resetting. This group should be used when an arborist is not required or where a department employs a Certified Arborist that can be used to fulfill the requirements of the specific project.

Group 5: Disposal Services of Solid Waste NA
Vendor(s) shall provide disposal services for non-yard trash, including but not limited to, solid waste and/or recyclable material collection, through legal disposal method.

Group 6: Disposal Services of Plant Debris *initial JM
Vendor(s) shall provide disposal services for clean yard trash, including but not limited to, vegetative items such as tree limbs, brush, sticks, etc., through legal disposal method.

SIGNITURE _____

Proscapes Commercial Landscape Services
The English Gardener
10890 Quail Roost Drive Suite #22
Miami, FL 33157-6770
786.412.8839 Cell
Callum@proscapesfl.com
www.proscapesfl.com

Date: December 19, 2023

To whom it may concern,

Crodon, Inc and I have been doing business together for over 15 years. We have completed several projects together. Crodon, Inc. has always provided high quality and professional work. Rodger Crouse and his staff have completed several projects for us to include tree trimming, tree removals performed to arborist standards and other projects such as land/lot clearing of at least if not greater than 5 acres on any individual project, lawn maintenance, landscaping, fence line clearing and other maintenance services. All work performed has been done in a timely manner and with no major issues.

I would highly recommend Rodger Crouse and Crodon, Inc's services.

Sincerely,

Callum Allison

Seminole Landscaping
& Garden Design, LLC

30290 Josie Billie Hwy PMB 356
Clewiston, FL 33440
863-677-0711 | 863-902-3243 | seminolelandandgardendesign@aol.com

Date: December 22, 2023

To whom it may concern,

In the past 16 years. Rodger Crouse of Crodon, Inc and I have worked on several projects together. Crodon, Inc. has always provided high quality and professional work. Rodger Crouse and his staff have completed several projects for us to include tree trimming, tree removals performed to arborist standards and other projects such as land/lot clearing, lawn maintenance, landscaping, fence line clearing and other maintenance services. All work performed has been done in a timely manner and with no major issues.

I would highly recommend Rodger Crouse and Crodon, Inc's services.

Sincerely

Sue Jane Cypress

8/26/21

James Rustin

Library Facilities Maintenance Manager

Miami Dade County Public Library System

W-(786) 763-4705

9445 Coral Way

Miami, FL 33165

To whom it may concern,

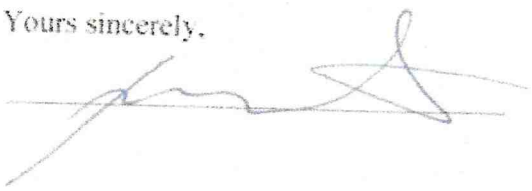
I would like to recommend to the Bid Recipient, that Cordon Inc. that there are highly qualified to do all aspects of the RFQ #02029 for tree, debris planting and general maintenance service on all of my ongoing projects.

They have been doing the work on 12 libraries for about 5 years now without incidents. Crodon Inc. has demonstrated for the past years to our organization top quality work on the job. They have done countless tree and landscaping projects, both large and small they were able to perform the entire project by the book and without incident. Cordon Inc. is an excellent group to work with because of their professional work from start to finish trouble shooting and the follow up.

Please do not hesitate to contact me at the above number if you have any further questions about

There environmental works skills and abilities.

Yours sincerely,



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Rodgen Crowe being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Crodow 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: Rodg Crowe

Name (typed): Rodgen Crowe

Title: PRES

Company: Crodow Inc

Date: 1-30-26

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 30 day of 3, 2026 by Rodger Crouse
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
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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 Rodrigo Crouse

For Landscaping Bid

Whose business address is: 11767 S Dixie Hy #429

And (if applicable) its Federal Employer Identification Number (FEIN) is: 208252987

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: Rodger Crouse

Name (typed): Rodger Crouse

Title: PRES

Company: Crodon Inc

Date: 3-30-26

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 30 day of 3, 2026 by Rodger Crouse He/She was ✓ personally known, ____ or produced ____ as a form of identification.

WITNESS my hand and official seal

Mark P Donnelly

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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: Rodgan Crowe PRES
(print individual's name and title)

for: Rodgan Crowe PRES
(print name of entity submitting sworn statement)

whose business address is: 11767 S. Dixie Hwy #429 Miami, FL. 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20 8252887

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: Rodgan Crowe

Name (typed): Rodgan Crowe

Title: PRES

Company: Crodon Inc

Date: 3-30-26

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~~ 30 day of J, 2026, by Rodger Crouse. 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
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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, Rodgers Cnoore 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:

20-8252857

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

Crodon Inc

Name of Entity, Individual, Partners or Corporation

—

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

11767 S Dixie Hwy #429 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
Rodger Crocker	11767 S Dixie Hwy #429 Miami FL 33156	% 50 %
Mark Donnelly		% 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:

Crodon Inc
11767 S Dixie Hwy #429
Miami FL 33156
No Subs

Signature of Official: Rodger Crocker

Name (typed): Rodger Crocker

Title: Pres

Company: Crodon Inc

Date: 3-30-26

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 30 day of January, 2026 by Rodsen Crouse
He/She was ✓ personally known, _____ or produced Florida DL as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Crodon 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# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : Crodon Inc

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Rodyon Crouse

Name (typed): Rodyon Crouse

Title: Pres

Company: Crodon Inc

Date: 3-30-26

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 30 day of 3, 2026 by Rodyon Crouse
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
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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 Crodon 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: Rodger Crouse

Name (typed): Rodger Crouse

Title: Pres

Company: Crodon Inc

Date: 3 - 30 - 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 30 day of 3, 2026 by Rodger Crouse He/She was ✓ personally known _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Mark P. Donnelly
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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 3·30·26 at 20-2027
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Rudyo Crow

Name (typed): Rodgen Crowe

Title: Pres

Company: Crodow Inc

Date: 3-30-26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Rodgen Crouse (the individual attesting below), being duly authorized by and on behalf of Crodow 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 30 day of 3, 2026

Rodgen Crouse

Signature of Affiant

Print or Type Name: Rodgen Crouse

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 30 day of 3, 2026, by Rodgrick Green He/She was ✓ personally ~~known~~, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 30 day of 3, 2026.
My Commission Expires: 1-25-30

Mark P. Donnelly
Notary Public

NHCS – E-Verify 081815

NOTARY PUBLIC STATE OF FLORIDA
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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: Crodon Inc Rodger Crocs

Title: Pres

Signature: Rodger Crocs Date: 3.30.26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Crodow Inc ("**Company**")
Vendor FEIN: 20 8252887
Address: 11767 S. Dixie Hwy #429
City: Miami State: FL Zip: 33156
Phone number: 305.794.7499 Email Address: CMD590@comcast.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 threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening 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: Rodyen Crouse
Title: Pres
Signature: [signature]
Date: 3.30.26

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) Crodow 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.) 11767 S. Dixie Hwy #429

Requester's name and address (optional)

City, state, and ZIP code Miami, FL 33176

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
2 0 - 8 2 5 2 8 8 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 ▶ 7.30.26

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: Crodom Inc
Company

11767 S. Dixie Hwy #429 Miami FL 33156
Address

ATT: Rodger Crouse Pres
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services (P&R Department)** ITB No. 2026-12-007 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: Crodon Inc
Company

11767 S. Dixie Hwy #429 Miami FL 33156
Address

ATT: Rodgen Crouse Pres
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services (P&R Department)**
ITB No. 2026-12-007 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

SECTION 10.0: Exhibits

Draft Contract for: Landscape/Grounds Maintenance Services (P&R Department)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Company

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in the Village's ITB, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this

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: C Rodaw Inc

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Bid Sheets **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(Total of 2 .pdfs to download with solicitation)

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS	PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK									
Mowing*	30	800	600	300		50	24	150	200
Weed-Eating*	30	600	400	300		50	24	150	50
Edging*	30	200	200	100		50	24	50	50
Hedge/Shrubbery Trimming*	12	400	200	200		50	12	50	50
Weed Control*	30	200	200	100		50	24	50	50
Litter/Leaf Control	30	200	100	100		50	24	50	50
Total Annual Cost Per Facility		2,400	1,700	1,100		300		500	450

*Cost per Frequency

Total Annual Cost All Facilities 196,800

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 1500 Field 2 1500 Field 3 1500 Field 4 1500	Field 1 1800 Field 2 1800 Field 3 1800 Field 4 1800 Field 5 1800 Field 6 1800 Open Field ___	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 900 Field 2 900 Field 3 900 Field 4 900	Field 1 400 Field 2 400 Field 3 400 Field 4 400 Field 5 400 Field 6 400 Open Field 400	N/A	N/A	N/A
STUMP GRINDING	45 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 350 Field 2 300 Field 3 300 Field 4 300	Field 1 350 Field 2 350 Field 3 350 Field 4 350 Field 5 350 Field 6 350 Open Field 350	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate 120/- Crew Member: 45/- Supervisor: 55/- Equipment: 60 Vehicles: 60 (attach itemized list as necessary)				

Company Name: Crodon Inc	**Phone Number:** 305.794.7499
Mailing Address: 11767 S. Dixie Hwy #429 Miami FL 33156	**Fax Number:** 305-274-1550
Bid Contact Person: Mark Downelly Rodger Crouse	**F.E.I.D Number:** 20.8252887
Title: V.P.	**Email Address:** CMD590@Comcast.net

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: Rodger Crouse
Name: Rodger Crouse
Title: President
Company: Crodon Inc
Date: 3.30.26

Pre-Bid Meeting Sign-in Sheet ITB# 2026-12-007

Landscape/Grounds Maintenance Services (Parks & Recreation Department)

March 24th, 2026 @ 11:30 a.m. - Village Hall - 9705 East Hibiscus Street, Palmetto Bay, FL 33157

	Company Name	Name (Print Name and Signature)	Email	Phone Number
1	Dynaserv	Yaidel Marrero	Yaidel.Marrero@Dynaserv.com	954-549-9006
2	DYNASERV	JOHN MCKAY	JOHN.MCKAY@DYNASERV.COM	954-699-8288
3	Arazoza Brothers	Joaquin Lopez	jalopez@arazozabrothers.com	787-474-3133
4	Arazoza Brothers Corp	Jonathan Hernandez	JEH@ArazozaBrothers.com	305-401-6273
5	E Rodriguez landscaping	Esteban Rodriguez	ERodriguez@ERodriguezLandscaping.com	786-286 7112
6	The Green Experts Landscaping	Robert Montesino	RMontesino@thegreenExperts.com	786-512-6296
7	The Green Experts Landscaping, LLC	Juancarlos. Diaz	JC@thegreenexperts.com	754-232-0842
8	Rock & Rose	Jorge Barrios	JB@RakandRoselandscapes.com	786 343 6078
9	Brightview Landscape	Zachary Chapel	zachary.chapel@brightview.com	305-78-4589
10	Rodow Inc	MARK DONNELLY	CMDS90@comcast.net	305 744-7499

EXHIBIT A

Bid Sheets Forms

(separate .pdf file)

	Unit	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Residential Mowing	Flat Rate	$47.00	$50.00	$55.00	$350.00	$100.00	$85.00	$45.00	$200.00
Residential - Debris Collection & Disposal	Cubic Yard	$25.00	$30.00	$75.00	$95.00	$25.00	$22.00	$10.00	$45.00
Pool Covering	15 X 30	$207.00	$1,300.00	$3,000.00	$280.00	$500.00	$475.00	$500.00	$1,500.00
Pool Covering Over Standard	Over 15 X30	$377.00	$1,700.00	$5,000.00	$400.00	$1,200.00	$600.00	$600.00	$2,000.00
Empty Lot - Mowing	Per Acre (8 max)	$850.00	$62.00	$360.00	$1,200.00	$50.00	$60.00	$50.00	$150.00
Empty Lot - Trash Collection & Disposal	Cubic Yard	$12.00	$18.00	$75.00	$95.00	$25.00	$28.00	$10.00	$45.00
Total		***$1,518.00***	***$3,160.00***	***$8,565.00***	***$2,420.00***	***$1,900.00***	***$1,270.00***	***$1,215.00***	***$3,940.00***
Ranking		3	6	8	5	4	2	1	7

	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Common Areas	1	7	8	4	6	3	5	2
Mow n Go	3	6	8	5	4	2	1	7
Other Landscape Services	7	2	4	8	5	1	3	6
Parks & Rec	7	6	8	4	3	2	1	5
Parks & Rec - Optional	2	8	7	5	6	4	3	1
Parks & Rec Clean Up	2	4	8	5	2	6	3	7
Total	***22***	***33***	***43***	***31***	***26***	***18***	***16***	***28***
RANKING	**3**					**2**	**1**	

	Hourly Rate	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Crew Member		$27.00	$135.00	$45.00	$35.00	$25.00	$35.00	$42.00	$30.00
Supervisor		$37.00	$21.25	$75.00	$55.00	$50.00	$55.00	$72.00	$50.00
Equipment		$15.00	$38.00	$150.00	$80.00	$35.00	$120.00	$55.00	$120.00
Vehicles		$17.00	$39.50	$195.00	$80.00	$35.00	$85.00	$31.25	$120.00
Total		***$96.00***	***$233.75***	***$465.00***	***$250.00***	***$145.00***	***$295.00***	***$200.25***	***$320.00***
Ranking		1	4	8	5	2	6	3	7

	Unit	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Mulch	Cubic Yard	$4.50	$27.00	$55.00	$55.00	$45.00	$2.50	$40.00	$55.00
Stump Grinding	Inch of Diameter	$17.00	$7.75	$22.00	$27.00	$20.00	$3.50	$14.50	$12.00
Tree Removal - Oak	Ft. per Height	$57.00	$16.60	$32.00	$55.00	$30.00	$35.00	$30.00	$30.00
Tree Removal - Pine Tree	Ft. per Height	$57.00	$18.75	$32.00	$55.00	$30.00	$28.00	$30.00	$30.00
Tree Removal - Palm Tree	Ft. per Height	$27.00	$15.75	$2.00	$45.00	$20.00	$15.00	$15.00	$20.00
Initial Clearing of Weeds									
Total		***$162.50***	***$85.85***	***$143.00***	***$237.00***	***$145.00***	***$84.00***	***$129.50***	***$147.00***
Ranking		7	2	4	8	5	1	3	6

Deducted the optional-Initial Clearing

	Service	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Coral Reef	Mowing	$81,000.00	$24,900.00	$28,800.00	$33,408.00	$42,000.00	$54,000.00	$12,000.00	$43,200.00
Palmetto Bay	Mowing	$52,210.00	$20,700.00	$19,440.00	$15,867.00	$12,750.00	$20,400.00	$9,000.00	$28,800.00
Ludovici	Mowing	$10,710.00	$4,650.00	$13,260.00	$6,681.00	$7,800.00	$7,500.00	$4,500.00	$9,000.00
Wayside	Mowing	$7,200.00	$1,440.00	$7,104.00	$2,340.00	$4,200.00	$3,240.00	$1,800.00	$4,320.00
Thalatta	Mowing	$15,000.00	$7,800.00	$36,810.00	$3,759.00	$10,500.00	$7,200.00	$9,000.00	$3,600.00
Veterans Park	Mowing	$4,728.00	$3,840.00	$7,104.00	$1,336.80	$840.00	$6,432.00	$2,400.00	$7,200.00
Perrine House	Mowing	$1,560.00	$1,440.00	$3,960.00	$669.60	$840.00	$3,600.00	$480.00	$192.00
Public Service	Mowing	$1,368.00	$3,360.00	$5,376.00	$1,000.80	$840.00	$3,600.00	$2,400.00	$720.00
Village Hall	Mowing	$7,800.00	$1,920.00	$7,704.00	$2,671.20	$4,200.00	$3,600.00	$4,200.00	$2,880.00
Coral Reef	Extras	$6,924.00	$46,153.00	$44,618.00	$30,672.00	$27,600.00	$7,500.00	$24,000.00	$27,156.57
Palmetto Bay	Extras	$9,300.00	$30,490.00	$32,195.00	$17,973.00	$7,900.00	$5,700.00	$16,500.00	$27,710.00
Ludovici	Extras	$2,484.00	$11,695.00	$23,462.00	$11,319.00	$9,150.00	$6,000.00	$12,000.00	$29,203.33
Wayside	Extras	$1,284.00	$5,190.00	$15,164.00	$2,340.00	$6,800.00	$2,520.00	$4,200.00	$4,006.83
Thalatta	Extras	$2,400.00	$16,010.00	$15,158.00	$18,921.00	$12,500.00	$7,800.00	$10,500.00	$3,226.67
Veterans Park	Extras	$924.00	$7,040.00	$5,922.00	$1,615.20	$860.00	$1,920.00	$2,400.00	$1,920.00
Perrine House	Extras	$180.00	$2,445.00	$5,944.00	$1,130.40	$860.00	$1,560.00	$1,440.00	$1,367.42
Public Service	Extras	$177.00	$4,970.00	$9,278.00	$1,375.20	$860.00	$1,560.00	$4,800.00	$1,871.42
Village Hall	Extras	$4,500.00	$11,400.00	$14,564.00	$9,712.80	$7,800.00	$9,600.00	$7,200.00	$5,397.67
Total		***$209,749.00***	***$205,443.00***	***$295,863.00***	***$162,792.00***	***$158,300.00***	***$153,732.00***	***$128,820.00***	***$201,771.91***
Ranking		7	6	8	4	3	2	1	5

DEDUCTED - TREE TRIMMING

	Service	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Coral Reef	Top Dressing								
	Field 1	$1,500.00	No Bid	$5,500.00	$1,600.00	$2,950.00	$1,975.00	$2,200.00	$1,000.00
	Field 2	$1,500.00		$5,500.00	$1,600.00	$2,950.00	$1,975.00	$2,100.00	$1,000.00
	Field 3	$1,500.00		$5,500.00	$4,200.00	$2,950.00	$1,975.00	$2,100.00	$1,000.00
	Football Field	$0.00		$5,500.00	$6,200.00	$2,950.00	$1,600.00	$3,500.00	$1,000.00
	Soccer Field	$0.00		$5,500.00	$2,700.00	$2,950.00	$1,600.00	$3,500.00	$1,000.00
	Aerification								
	Field 1	$150.00		$2,600.00	$400.00	$1,200.00	$900.00	$350.00	$100.00
	Field 2	$150.00		$2,600.00	$400.00	$1,200.00	$900.00	$350.00	$100.00
	Field 3	$150.00		$2,600.00	$1,450.00	$1,200.00	$900.00	$350.00	$100.00
	Football Field	$500.00		$2,600.00	$2,200.00	$1,200.00	$900.00	$450.00	$100.00
	Soccer Field	$400.00		$2,600.00	$1,100.00	$1,200.00	$900.00	$450.00	$100.00
	Mowing of Fields								
	Field 1	$175.00		$690.00	$320.00	$180.00	$250.00	$200.00	$100.00
	Field 2	$175.00		$690.00	$320.00	$180.00	$250.00	$200.00	$100.00
	Field 3	$175.00		$690.00	$1,100.00	$180.00	$250.00	$200.00	$100.00
	Football Field	$850.00		$690.00	$1,500.00	$180.00	$250.00	$300.00	$100.00
	Soccer Field	$750.00		$690.00	$550.00	$180.00	$250.00	$300.00	$100.00
Total		***$7,975.00***	***$0.00***	***$43,950.00***	***$25,640.00***	***$21,650.00***	***$14,875.00***	***$16,550.00***	***$6,000.00***
Palmetto Bay	Top Dressing								
	Field 1	$1,500.00		$3,900.00	$1,600.00	$3,500.00	$1,975.00	$1,800.00	$1,000.00
	Field 2	$1,500.00		$3,900.00	$1,600.00	$3,500.00	$1,975.00	$1,800.00	$1,000.00
	Field 3	$1,500.00		$3,900.00	$1,600.00	$3,500.00	$1,975.00	$1,800.00	$1,000.00
	Field 4	$1,500.00		$3,900.00	$1,800.00	$3,500.00	$1,975.00	$1,800.00	$1,000.00
	Field 5	$1,500.00		$3,900.00	$1,800.00	$3,500.00	$1,975.00	$1,800.00	$1,000.00
	Field 6	$1,500.00		$3,900.00	$1,800.00	$3,500.00	$1,975.00	$1,800.00	$1,000.00
	Aerification								
	Field 1	$100.00		$2,600.00	$400.00	$925.00	$900.00	$350.00	$150.00
	Field 2	$100.00		$2,600.00	$400.00	$925.00	$900.00	$350.00	$150.00
	Field 3	$100.00		$2,600.00	$400.00	$925.00	$900.00	$350.00	$150.00
	Field 4	$100.00		$2,600.00	$400.00	$925.00	$900.00	$350.00	$150.00
	Field 5	$100.00		$2,600.00	$500.00	$925.00	$900.00	$350.00	$150.00
	Field 6	$100.00		$2,600.00	$500.00	$925.00	$900.00	$350.00	$150.00
	Mowing of Fields								
	Field 1	$175.00		$690.00	$320.00	$180.00	$250.00	$200.00	$120.00
	Field 2	$175.00		$690.00	$320.00	$180.00	$250.00	$200.00	$120.00
	Field 3	$175.00		$690.00	$320.00	$180.00	$250.00	$200.00	$120.00
	Field 4	$175.00		$690.00	$320.00	$180.00	$250.00	$200.00	$120.00
	Field 5	$175.00		$690.00	$370.00	$180.00	$250.00	$200.00	$120.00
	Field 6	$175.00		$690.00	$380.00	$180.00	$250.00	$200.00	$120.00
Total		***$10,650.00***	***$0.00***	***$43,140.00***	***$14,830.00***	***$27,630.00***	***$18,750.00***	***$14,100.00***	***$7,620.00***
Ranking		2	8	7	5	6	4	3	1

BID SHEET
PARKS AND RECREATION DEPARTMENT

+10%

E. Rodriguez

FACILITIES - OPTIONAL ITEMS	CORAL REEF PARK	PALMETTO BAY PARK
TOP DRESSING - COST PER FREQUENCY	FIELD 1 2,200 FIELD 2 2,100 FIELD 3 2,100 FOOTBALL FIELDS 3,500 SOCCER FIELD 3,500	FIELD 1 1,800 FIELD 2 1,800 FIELD 3 1,800 FIELD 4 1800 FIELD 5 1800 FIELD 6 1800
AERIFICATION		
(COST PER FREQUENCY)	FIELD 1 350 FIELD 2 350 FIELD 3 350 FOOTBALL FIELDS 450 SOCCER FIELD 450	FIELD 1 350 FIELD 2 350 FIELD 3 350 FIELD 4 350 FIELD 5 350 FIELD 6 350
MOWING OF ATHLETIC FIELDS (Bermuda Grass) (Cost per Frequency)	FIELD 1 200 FIELD 2 200 FIELD 3 200 FOOTBALL FIELDS 300 SOCCER FIELD 300	FIELD 1 200 FIELD 2 200 FIELD 3 200 FIELD 4 200 FIELD 5 200 FIELD 6 200

	Sonny's Total Landscape	Bella Fiore	Superior Landscape	VisualScape	Mainguy	Berger Property	E.Rodriguez	SFM Services
Franjo Rd & US1	$100.00	$730.00	$3,890.00	$1,102.00	$1,250.00	$680.00	$1,000.00	$157.00
Old Cutler Rd & 136 St	$37.00	$160.00	$220.00	$174.00	$100.00	$90.00	$300.00	$187.00
Old Cutler Rd & 184 St	$37.00	$160.00	$220.00	$174.00	$100.00	$960.00	$300.00	$127.00
SW 174th St Chicanes	$27.00	$180.00	$220.00	$232.00	$225.00	$170.00	$200.00	$127.00
184th St 94th Ave-84th Ct	$450.00	$3,600.00	$3,900.00	$812.00	$2,966.67	$196.00	$1,600.00	$157.00
82nd Ave & 160th St - Traffic Circle	$50.00	$560.00	$220.00	$348.00	$204.17	$196.00	$300.00	$127.00
82nd Ave & 168th St - Traffic Circle	$37.00	$240.00	$220.00	$116.00	$133.33	$196.00	$300.00	$127.00
87th Ave & 168th St - Traffic Circle	$50.00	$280.00	$220.00	$348.00	$112.50	$196.00	$300.00	$127.00
Total	***$788.00***	***$5,910.00***	***$9,110.00***	***$3,306.00***	***$5,091.67***	***$2,684.00***	***$4,300.00***	***$1,136.00***
Ranking	1	7	8	4	6	3	5	2

150
145
200

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. **24 CUTS PER YEAR OR TWICE A MONTH FOR 12 MONTHS PER LOCATION.**
2. **ALL PERSONNEL, MACHINERY TOOLS AND PRODUCT IN ORDER TO ACCOMPLISH THE TASK.**
3. **MOT PLAN IN PLACE.**

Locations:

	Per Month	C 1
Franjo Road SW 97th Avenue and US1 ✓	$ 1,000	300
Old Cutler Road & 136th Street	$ 300 ea	358
Old Cutler Road & SW 184th Street ✓	$ 300 ea	518
SW 174th Street Chicanes	$ 200 ea	300
SW 184th Street Between 94th Avenue & 84th Court	$ 1,600 ea	845
SW 82nd Avenue & 160th Street Traffic Circle	$ 300 ea	90
SW 82nd Avenue & 168th Street Traffic Circle	$ 300 ea	150
SW 87th Avenue & 168th Street Traffic Circle	$ 300 ea	90
		US1
Lump Sum.....	$ 4,300 ea	2600

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Esteban Rodriguez

Name: (Please Print)

Offeror Signature Title: Date: 3/15/21

E. Rodriguez

EXHIBIT 4

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

MULCH (includes product and installation) per cubic yard $ 40.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 14.50

Tree Removal:

Oak Tree (cost per feet – height) $ 30.00

Pine Tree (cost per feet – height) $ 30.00

Palm Tree (cost per feet – height) $ 15.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Esteban Rodriguez

Name: (Please Print)

E. Rodriguez

EXHIBIT 2

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance & Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 45.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 10.00
Pool Covering	Standard size 15' X 30'	$ 500.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 600.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 50.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 10.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Esteban Rodriguez

Name: (Please Print)

E. Rodriguez

ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the bid.

In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

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

Article 3. Qualifications

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

The Site Manager for the Company is Esteban Rodriguez

Contract for Village-Wide Landscape and Maintenance

4 yrs

Between the Village of Palmetto Bay, Florida and E. Rodriguez Landscaping, Inc.

THIS Contract is made and entered into as of the 17th day of May, 2021, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and E. Rodriguez Landscaping, Inc. (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on February 10, 2021 for Village-Wide Landscaping and Maintenance (the "Project"); and

WHEREAS, the Company submitted a Bid dated March 18th, 2021 in response to the Village's request; and

WHEREAS, the Village Council, at a meeting held on May 3rd, 2021, awarded the ITB to the Company and agreed to enter into a Contract with the Company to perform the work described in the ITB and Company's Bid submitted in response to the ITB (the "Work").

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

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
6. Supervision/Reports
7. Notices
8. Termination
9. Force Majeure
10. Indemnification

Article 8 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B.Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract).

C Liquidated Damages.

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is abandoned, not abiding by the schedule of services needed for each location/property. 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 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 Three Hundred and 00/100 Dollars ($300.00) for each day after the time specified in

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

A. This Contract

B. Exhibit (i)

C. Exhibit (ii) with Exhibit A

Article 2. Scope of Work

1. The Work is generally described as follows:

The Company based on the bid forms submitted and agreed upon between the Village and the Company shall preform on a routine basis landscape maintenance to designated areas as described on the bid sheets in a manner to keep the public areas trimmed, groomed and healthy. Company shall furnish all equipment, personnel and any other materials, tools etc.... to accomplish the task in accordance with the ITB specifications and the Company's submitted bid sheets.

The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village.

2. The Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Work (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (iv) the Work will be performed in the manner described in the Document.

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

Statutes.

B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 11 Insurance/Bonds

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the

Article 4. Term

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect for a total of three (3) years with an option to renew annually at the Village's discretion not to exceed five (5) consecutive years.

Article 5. Contract Price

(A) The Contract price shall include all Work necessary for the proper execution and completion of the Projects based on the bid sheets and tasks performed on an as-needed basis by the Village Departments.

(B) Company shall submit an invoice monthly or quarterly to: Public Service Department 9495 SW 180th Street, Palmetto Bay Florida 33157.

Article 6. Supervision/Reports

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dionisio Torres, the Director of Public Works and to Fanny Carmona, Director of Parks and Recreation. The Village shall make inspections of the progress of the Work.

(B) The Site Manager for the Company is Esteban Rodriguez (name and contact information). The Site Manager shall supervise and direct the Work using his best skill and attention. The Site Manager shall be solely responsible for and have control over the landscaping means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7 Notices

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

Village:

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

Company:

Esteban Rodriguez
President
Esteban Landscaping, Inc.
P.O. Box 971987
Miami, Florida 33197-1987

Article 14 Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 15 Assignment

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

Article 16 Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 17 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 18 Entire Agreement

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

the Documents for Substantial Completion. Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.

Article 9 Force Majeure:

The performance of any act by the Village or Company hereunder may by delayed or suspended at any time while, buy only so long as, either party is hindered in or prevented from performance by act of God, the elements, war, rebellion, strikes, lockouts/lockdowns 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 to Company for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at it option and discretion, cancel or renegotiate this Contract.

Article 10 Indemnification

A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida

performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 25 Company Non-Discrimination

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

Article 26 Federal and StateTax

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

Article 27 Shannon Melendi Act

The Company shall comply with the "Shannon Melendi Act of Miami-Dade County" which is incorporated by reference for the purpose of conducting background checks for all coaches, managers, officials, umpires, members, employees, and/or volunteers or participants associated with the operation of programs and/or activities at the Village's assigned park locations. Required background investigations shall be completed in accordance with the Program Policy.

Article 28 Public Records

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

company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village. In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village. Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five

(5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

(B) Performance and Payment Bonds (is there anything in the RFP about this?)

Article 12 Modification/Amendment

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

Article 13 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

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

Nick Marano, Village Manager

E Rodriguez Landscaping, Inc.

Esteban Rodriguez, President

Attest:

Missy Arocha
Village Clerk

VILLAGE OF PALMETTO BAY
INCORPORATED
2002

APPROVED
AS TO
FORM

John C. Dellagloria
Village Attorney

Article 19 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 20 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 21 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 22 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 23 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 24 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the

1234. Further information on Section 119, F.S. can be found https:// www.flsena te.gov/Laws/Statutes/2020/0119.0701.

Article 29 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 30 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the vendor/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a vendor/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the vendor/contractor/company has registered and is using the E-Verify system. The vendor/contractor/company may not be barred or penalized because they receive inaccurate information form the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Continued on Next Page

Bid Title: “Landscape/Grounds Maintenance Services (Parks & Recreation Department) ITB# 2026-12-007

E. Rodriguez Landscaping Inc

12800 SW 194TH AVE, Miami, FL 33196

Mailing Address: P.O Box 971987, Miami, FL 33197

Phone: 786 286 7112

Email: Erodriguez@erodriguezlandscapinginc.com

Contact Person: Esteban Rodriguez

Date Submitted: 04/02/2026

Table of Contents

1. Company Introduction
2. Contact Information Page
3. Business Licenses
4. Certifications
5. Insurance
6. Experience
7. Government References
8. Equipment List
9. Bid Forms (Section 8 Forms)
10. Price Sheet
11. Safety plans

E. Rodriguez Landscaping Inc Introduction

E. Rodriguez Landscaping Inc. is a professional landscaping and grounds maintenance company based in South Florida. Our company specializes in providing high-quality landscape installation, maintenance, and property improvement services for municipalities, commercial properties, and residential communities.

With a strong commitment to reliability, safety, and quality workmanship, E. Rodriguez Landscaping Inc. delivers comprehensive outdoor maintenance solutions designed to enhance the appearance, safety, and functionality of public and private spaces. Our team is experienced in working within roadway corridors, public rights-of-way, parks, and municipal facilities while maintaining strict compliance with local, state, and environmental regulations. n/a

Our services include landscape maintenance, sod installation, tree planting and trimming, irrigation system repair and inspections, plant and tree installation, and general grounds maintenance. We utilize professional equipment and trained personnel to ensure each project is completed efficiently and to the highest industry standards.

E. Rodriguez Landscaping Inc. is committed to providing dependable service, responsive communication, and cost-effective solutions that meet the needs of our clients. We take pride in delivering professional results while maintaining the natural beauty and sustainability of the landscapes we manage.

We look forward to the opportunity to partner with your organization and provide quality landscaping services that contribute to the continued beautification and maintenance of your community.

Sincerely,

E. Rodriguez Landscaping Inc.
Miami-Dade County, Florida
786-286-7112
Officemanager@erodriguezlandscapinginc.com

Company Contacts

Company Owner / Authorized Representative
Name: Esteban Rodriguez
Title: Owner / President
Phone: 786-286-7112
Email: Erodriguez@erodriguezlandscapinginc.com

Bid / Contract Contact/ Management/ Administration
Name: Zuheily Cordero
Title: Project Manager / Estimator/ Office Manager
Phone: 786 728 1153
Email: Zuheily@erodriguezlandscapinginc.com

Field Operations Contact
Name: Esteban Rodriguez
Title: Operations Supervisor
Phone: 786-286-7112
Email: Erodriguez@erodriguezlandscapinginc.com

Billing:
Laura Herbert
Title: Accounting
Phone: 786-720-6930
Email: Officemanager@erodriguezlandscapinginc.com
CC: Zuheily@erodriguezlandscapinginc.com

Emergency / After-Hours Contact
Name: Esteban Rodriguez
Phone: 786-286-7112

Company Information

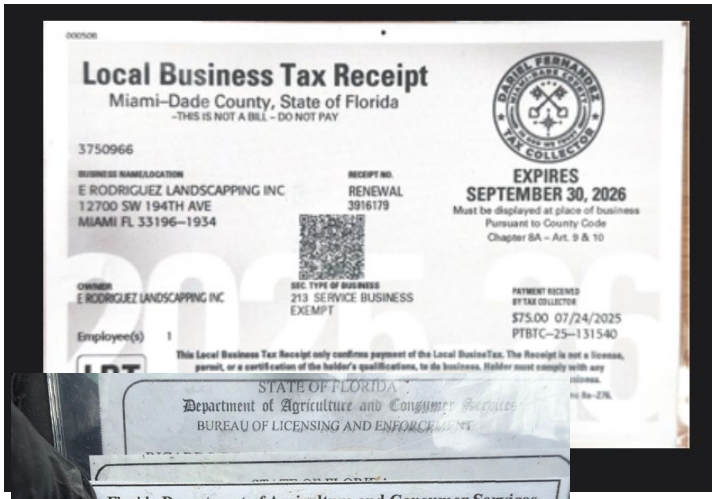
E. Rodriguez Landscaping Inc.
12800 SW 194TH AVE,
Miami, FL 33196
Mailing: PO Box 971987,
Miami FL 33197
Office: 786-720-6930
Email: Officemanager@erodriguezlandscapinginc.com
https://www.erodriguezlandscapinginc.com/

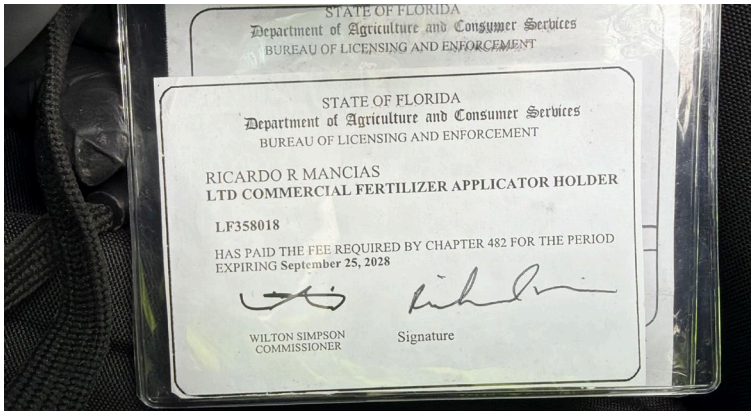
Business Licenses & Registrations

E. Rodriguez Landscaping Inc. maintains all required business registrations and licenses to operate in the State of Florida and within local municipalities. Copies of the following licenses and registrations are included in this section.

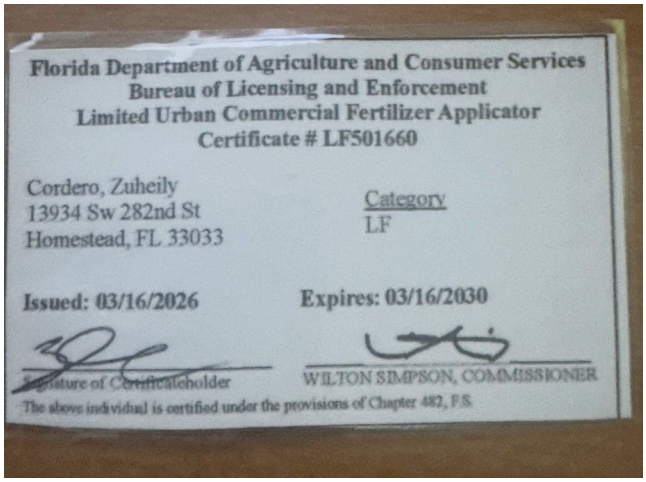
Business Registrations & Licenses

License / Registration	License Number	Issuing Agency
Florida Business Registration	P05000113175	Florida Department of State
Local Business Tax Receipt	3750966	Miami-Dade County
Landscaping / Horticulture Certification	GV934598-1	University of Florida IFAS Extension


Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY
3750966
E RODRIGUEZ LANDSCAPPING INC
12700 SW 194TH AVE
MIAMI FL 33196-1934
RENEWAL
3916179
EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10
E RODRIGUEZ LANDSCAPPING INC
213 SERVICE BUSINESS
EXEMPT
$75.00 07/24/2025
PTBTC-25-131540
Employee(s) 1


STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT
STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT
RICARDO R MANCIAS
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF358018
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 25, 2028
WILTON SIMPSON
COMMISSIONER
Signature


STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT
Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF184358
MANCIAS, RICARDO
2090 SE 17TH ST
HOMESTEAD, FL 33035
Categories
LAWN
Issued: 05/29/2025
Expires: 06/01/2026
Signature of Certificate Holder
WILTON SIMPSON, COMMISSIONER
The above individual is certified under the provisions of Chapter 482, F.S.


Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Limited Urban Commercial Fertilizer Applicator
Certificate # LF501660
Cordero, Zuheily
13934 Sw 282nd St
Homestead, FL 33033
Category
LF
Issued: 03/16/2026
Expires: 03/16/2030
WILTON SIMPSON, COMMISSIONER
The above individual is certified under the provisions of Chapter 482, F.S.

UF IFAS Extension
UNIVERSITY of FLORIDA

GV934598-1
Certificate #

GV934598
Trainee ID #

Florida-Friendly Landscaping™ GI-BMP PROGRAM

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Zuheily Marie Cordero

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman
Assistant Director Florida-Friendly Landscaping™ Program

T. Wichman
Instructor

03/09/2026
Date

Claire Lewis, MLA
Director Florida-Friendly Landscaping™ Program

CERTIFICATE
OF COMPLETION

ERVIS SUAREZ

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

.

Training Provider:

Access Safety Compliance Training
11481 SW Rossano Ln.
Port St. Lucie FL 34987
Phone: 561-350-8913

Verify this Certificate by visiting www.motadmin.com

06/02/2025	05/22/2029	L R	642575
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2026

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:	
AP Intego Insurance Group, LLC 1075 Main Street, Suite 220 Waltham, MA 02451	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: support@apintego.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : NorGUARD Insurance Company	31470
INSURED E.Rodriguez Landscaping inc 12800 SW 194th Ave Miami FL 33196	INSURER B :	
	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	
	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ESWC658750	04/23/2025	04/23/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2026

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: Israel Moure	
Avante Insurance Group 8700 West Flagler Street Suite 402 Miami FL 33174	PHONE (A/C, No, Ext): (305) 221-2400	FAX (A/C, No): (305) 221-2411
	E-MAIL ADDRESS: imoure@avanteins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
E. Rodriguez Landscaping Tree Division LLC PO Box 971987 Miami, FL 33197	INSURER A : Mid-Continent Casualty Company	23418
	INSURER B : GEICO Marine Insurance Company	37923
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** GL 26-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			09SL000023511	11/28/2025	11/28/2026	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 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			9300248825	02/17/2026	02/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 100,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Experience & Qualifications

Experience Statement

E. Rodriguez Landscaping Inc. has extensive experience providing landscape maintenance, irrigation repair, tree installation, and turf management services throughout Miami-Dade County. Our company services commercial properties, homeowner associations, and roadway landscapes. Our team is experienced in maintaining large turf areas, performing irrigation wet checks, tree trimming, and installing sod, plants, and trees in accordance with industry standards.

Project 1

Client: Charter School Association
Location: Miami, Florida
Type of Work: Full Landscape Maintenance

Description:
Provided weekly lawn maintenance including mowing, edging, hedge trimming, irrigation inspections, plant replacement, and seasonal mulching as well as tree trimming, fertilization and pest control.

Contract Value: $259,848 annually
Dates: 2005 – Present

Project 2

Client: City of Miramar
Location: Broward County, FL
Type of Work: Full Landscape Maintenance

Description:
Provided weekly lawn maintenance including mowing, edging, hedge trimming, irrigation inspections, plant replacement, and seasonal mulching as well as tree trimming, fertilization and pest control.

Contract Value: $39,960 annually
Dates: 2024 – Present

Project 3

Client: Pimentel Construction Group LLC
Location: Miami, FL
Type of Work: Tree Installation

Description:
Installed large-caliper trees, shrubs, and sod. Provide pruning, fertilization, and plant replacement.

Contract Value: $127,050
Dates: 2026

Equipment List

Equipment	Quantity	Purpose / Notes
Dump Trucks	2	Hauling soil, mulch, debris
Skid Steer Loaders	2	Grading, planting, material handling
Mini Excavators	2	Tree planting, trenching, irrigation work
Backhoe Loader	1	Digging, grading, tree and shrub installation
Commercial Lawn Mowers	5	Turf maintenance
Hedge Trimmers	6	Shrub and hedge maintenance
Chain Saws	4	Tree trimming and removal
Edgers / Weed Eaters	6	Edge trimming and underbrush
Leaf Blowers	5	Cleanup and debris removal
Woodchipper	1	Tree and branch removal
Trucks	6	Transportation
Trailers	6	Hauling equipment and materials
Irrigation Tools / Pumps / Controllers	Various	Irrigation installation and maintenance
Shovels, Rakes, Hoes, Hand Tools	Multiple	Planting, maintenance, soil prep
Wheelbarrows	4–6	Material transport
Traffic Cones & Safety Barriers	Set	Public and worker safety on roadways
Sprayers (Backpack & Trailer-Mounted)	4	Fertilizer, pesticide, and herbicide application
Tree Lifts / Boom Trucks	2	Large tree installation
Mulch / Compost Spreaders	1	Material distribution

Invitation to Bid

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

TITLE:

Landscape/Grounds Maintenance Services (Parks & Recreation Department)

ITB NO.:

2026-12-007

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:15 p.m. EST (Municipal Building)

ISSUED: **Monday, March 16th, 2026**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 20
SECTION 5.0 BID SUBMISSION REQUIREMENTS	21
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	22
SECTION 7.0 SCHEDULES OF EVENTS	23 - 24
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	25 - 45
SECTION 9.0 OTHER FORMS	46 - 47
SECTION 10.0 EXHIBITS	48 - 67
AGREEMENT	68
Exhibit “A”: Bid Sheets	69
Exhibit “B”: Ordinance 08-10 Form	69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Landscape/Grounds Maintenance Services (Parks & Recreation Department)
No. 2026-12-007

The Village of Palmetto Bay is seeking bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. The Village will **receive sealed bids no later than 3:15 p.m.** on or before **Thursday, April 2nd, 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 "**Landscape/Grounds Maintenance Services (Parks & Recreation Department) ITB# 2026-12-007**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Landscape/Grounds Maintenance Services (Parks & Recreation Department) (the "Project")

The Village is requesting sealed bids from qualified and experienced firms to provide landscape/grounds maintenance services for the Department of Parks and Recreation. Upon the Village Council's approval as recommended by the Village Manager, the Village will enter into an agreement with the selected Company/Proposer that will delineate the performance measures and expectations of the landscape/grounds maintenance services as further detailed in Section 4.0 entitled 'Scope of Services', and which agreement will delineate the costs of services and procurement methodology (i.e. agreement/purchase order) required of the Village.

It is the Village's intent and the purpose of these specifications to secure a qualified firm(s) to provide specified landscape/grounds maintenance services at Village parks; specifically Coral Reef Park, Palmetto Bay Park; Ludovici Park; Perrine Wayside Park, Perrine Community House and The Woods. Specifications and frequencies are designed to effectuate a level of consistency and aesthetically pleasing and usable facilities.

The successful Proposer must be an independent Company/Proposer and the individual(s) assigned to work for the Village by the Company/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8. The background checks will be conducted by a third-party vendor to the Village, at the cost of the Proposer, and provided directly to the Village by the third-party vendor. The Proposer shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the Proposer. The background checks shall be as to all principals and any employees of proposer to staff the site as proposed under the ITB. Any principle of the proposer determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would precluded from providing services. The employees of proposer determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the proposer's proposal and may result in a precluding the proposer from providing services, at the discretion of the Village Manager.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 East Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications
Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only
No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”. This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds
The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

The Village intends to select a single Company, as determined by the Village, to provide landscape/grounds maintenance services at six (6) Village owned and/or operated parks and/or facilities. Dates and times will be scheduled per established frequencies and/or an as-needed basis, with specific duties as described therein. If a new park, i.e. Veterans Park, is completed developed and opened during the term of this contract, the successful Company shall be given the opportunity to submit costs of performing described maintenance and it deemed reasonable and in keeping with costs of the initial six (6) parks, the Village may add Veterans Park as a seventh park under this contact for the duration of the term at its sole discretion.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly; all in accordance with Technical Specifications described herein. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner.

4.02 Restrictions, Conditions and Specifications

A. The selected Company shall adhere to the following rules and conditions concerning landscape/grounds maintenance services at Village parks. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

1. <u>General Requirements</u>
    a. The Company shall provide the Village, with the bid, a copy of their occupational/business licenses. The Company's certification as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) or similar certification is preferred. The bidder warrants that the products and services supplied/performed to the Village shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 19780 (OSHA), as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

    b. Personnel shall possess desirable qualities and knowledge to carry out specific tasks. The Company shall instruct and require its personnel to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and usability of facilities, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's

business. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, medical examination which includes drug screening; and free from any physical or emotional disorder handicap that would inhibit or preclude meeting the performance standards under this contract; all which shall be the financial responsibility of the successful proposer Personnel file(s) shall be presented for review upon request of the Village. Upon successful proposer being recommended by the Village Manager, authorized by the Village Council to negotiate a contract with the Village Manager and completion of negotiations agreed upon by Village Manager and the bidder, said successful bidder shall obtain the required background check an medical screening prior to the Village Manager's presentation to the Village Council for final approval. All must be a Citizen of the United States of America, or an alien who has been lawfully authorized to work via the E-Verify National Program (see attachment). Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

c. Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

d. The Company is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Company's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request.

e. The Company shall provide a maintenance supervisor or lead person to have supervisory responsibility over all personnel on duties for respective assignments. The Company shall designate a person to directly handle any situations which may arise regarding required maintenance and/or the performance of same.

f. This ITB, as described in the attached Contract document, proposes an initial term of three (3) years, with two (2) additional one-year extensions as approved by the Village Council or Village Manager.

g. All work shall be performed between the hours of 7:00 a.m. to 7:00 p.m. or thirty (30) minutes before sundown' Monday through Friday. Work performed at any other hours will require prior written approval from the Village Manager or appointed designee. The Village reserves the right to request modifications to the maintenance schedule in order to accommodate special events and/or programs. Said maintenance schedule modifications shall be requested a minimum one (1) week in advance. Additionally, the Company shall submit a monthly maintenance schedule indicating the days/time of service incorporating all identified parks.

h. Upon completion of scheduled landscape/grounds maintenance services, the Company shall forward an invoice for payment to the Village. Assigned Village supervisory personnel shall inspect each facility following scheduled frequency, and should any task be found to be incomplete, the Company shall be notified and given twenty-four (24) hours to rectify. Should the Company fail to respond, the specific dollar amount designated for the subject tasks shall be deducted from the total invoiced amount; and processed accordingly. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

2. Uniforms/Equipment
   a. All personnel must be well groomed and neatly uniformed while on-duty on working in a Village park. Uniforms are to include Company's name to identify respective personnel accordingly.

   b. The Company's personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract or the Village or allowable via established safety regulations.

   c. All equipment used by the Company is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Company shall include with his/her bid, a complete inventory of all Company owned landscape/grounds maintenance equipment. All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

3. Facilities
   The Village currently has jurisdiction over six (6) parks and request scheduled landscape/grounds maintenance services at each as per designated frequencies. Said landscape/grounds maintenance services incorporates all areas of the park excluding designated areas noted below:
   a. Coral Reef Park: 7895 SW 152nd Street, Palmetto Bay
      - Excludes trimming of any shrubbery within the Ken Robinson Meditation Garden
      - Excludes any areas within the Pineland Preserve
      - Excludes mowing of four (4) athletic fields

b. Palmetto Bay Park: 17535 SW 95th Avenue, Palmetto Bay
   - Excludes six (6) ballfield (within fence lines)
   - Open field used for soccer, etc.

c. Perrine Wayside Park: 16425 South Dixie Highway: total acreage
   - Exclusions: none

d. Ludovici Park: 17641 Old Cutler Road, Palmetto Bay:
   - Excludes butterfly garden areas
   - Excludes bayside property of National Parks Service (rear of property)
   - Excludes abutting Palmetto Bay Center property

e. Perrine Community House: 900 SW 97th Ave (Perrine Avenue)), Palmetto Bay
   - Exclusions: none

f. The Woods: SW 168th Street to 174th Street / 88th Avene to 88th Court, Palmetto Bay
   - Excludes all trees and shrubbery within protected/sanctuary area. East/west: maintain perimeter only from street to tree/shrubby line. North: 168th Street ROW fronting park and area sidewalk to tree/shrubbery line. South: property line to tree/shrubbery line.

4. Technical Specifications
   a. Mowing
      - Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans or other materials. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. Any and all grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

      - The cutting height shall be a minimum of two and a half inches (2 ½') to a maximum of four inches (4") above soil level (or adjusted as requested). All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds and/or contamination. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

      - Mowing shall be done carefully so as not to bark trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs or other facilities and/or amenities. Should any of the above listed damage occur, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any

type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Combination reel/rotary mowers specially designed to cut Bermuda or St. Augustine grasses may be used.

b. Weed-Eating
   - Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed form around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

c. Edging
   - The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.
   - Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

d. Weed Control
   - Weeds are to be **MANUALLY** removed from shrubs, hedges, ground cover and/or flower beds and/or landscaped tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines; however, on such surfaces Contractor may apply approved herbicide with hand sprayer. This includes tree rings with no ground cover; but operator must use caution as to not over-spray on adjacent grass. The Company shall be responsible for replacement of any plants and/shrubbery in landscaped areas, and grasses adjacent to tree rings, which were determined to be destroyed by use of herbicide spraying rather than the required manual removal of weeds.

e. Shrub/Hedge Trimming
   - All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at **a frequency of once per month**.

   - Hedges shall be maintained in a geometric form and may be sheared by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and

disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces/park entrances, etc.; e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both Company and Village.

f. Litter/Debris/Leaf Control
   - Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

   - **During each frequency visit**, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by the Company.

g. Frequencies
   - Coral Reef Park; Palmetto Bay Park; Ludovici Park/Perrine Community House/The Woods:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - April 1st through September 30th = once every ten (10) days
     - October 1st through March 31st = once every fourteen (14) days

   - Perrine Wayside Dog Park:
     Mowing/Weed-Eating/Edging/Weed Control/Litter-Leaf Control:
     - 2nd and 4th Tuesday of each month; 7:00 a.m. – 9:00 a.m.
   - Hedge/Shrubbery Trimming: once per month

5. Optional Tasks/Bid: Strictly on an As-Needed/Requested Basis
   The Company is also requested to submit bids for optional work over and above the annually contracted landscape/grounds maintenance tasks described herein, as follows:

   a. Stump-Grinding: Stumps shall be grinded down to a level a minimum six inches (6") below the level of existing grounds; debris removed and filled with soil. The bid is to be based per inch ref diameter of stump.

   b. Mowing of Athletic Fields at Coral Reef Park (four (4)) and Palmetto Bay Park (six (6) softball and one (1) open soccer field): These fields shall be mowed once a week from October 15th through April 15th and twice per week during the growing season of April

16th through October 14th, for a total of eighty (80) cuts per year. Mowing must be accomplished with a reel/rotary combination mower also designed for Bermuda/St. Augustine/other grass fields, and cut at a height between three fourth inches (¾") to two and a half inches (2 ½") above soil level, as requested by the Parks and Recreation Department. Mowers shall be cleaned prior to and after mowings, and maintained/sharpened accordingly.

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 3:15 p.m. EST April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:15 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: E. Rodriguez Landscaping, 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: Landscaping, Sodding

Initial Value of Contract: Various Projects Final Value of Contract: Various Projects

Length of Contract: 1 Year

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

E. Rodriguez Landscaping, Inc has provided excellent service in all my projects. Very Professional & Extremely reliable

Name of Public Entity/Company: Pimentel Construction Group, LLC

Name of Individual completing this form: Jonathan J. Pimentel

Signature: Title: President

Telephone: 786-531-1565 Email: info@thepimentelgroup.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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: E. Rodriguez Landscaping, 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: Basic lawn maintenance and other services on an as needed basis

Initial Value of Contract: Not to exceed TOCB Ordinance 06-22 Final Value of Contract: Not to exceed TOCB Ordinance 06-22

Length of Contract: Initial 3 years + 2 additional 1 year renewals

Would you enter into a contract with the Company in the future? X Yes _____ No

Were the services provided acceptable and of quality standards: X Yes _____ No

Was the Company responsive to your requests and resourceful with the task? X Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
X Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Town of Cutler Bay / Community Development, Code Compliance Division

Name of Individual completing this form: Santiago Gonzalez

Signature: santiago gonzalez (Apr 1, 2026 16:43:29 EDT) Title: Building and Code Services Director

Telephone: 786-205-0792 Email: sgonzalez@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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: E. Rodriguez Landscaping, 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: Landscape Maintenance, Irrigation wet checks and repairs, palm tree pruning, edging, weed eating and other landscape and irrigation maintenance
Initial Value of Contract: $18,600.00 Final Value of Contract: $52,985.00
Length of Contract: 3 years
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Very Professional Company, always responsive and dependable.

Name of Public Entity/Company: City of Miramar
Name of Individual completing this form: Holly Hicks
Signature: Holly Hicks Title: Assistant Director
Telephone: 954-602-3171 Email: hahicks@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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Esteban Rodriguez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: E. RODRIGUEZ LANDSCAPING 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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 20 day of March, 2026, by Esteban Rodriguez. He/She was not personally known, but or produced Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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 Esteban Rodriguez

For E. RODRIGUEZ LANDSCAPING INC

Whose business address is: 12800 SW 194 AVE Miami, FL 33196

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3322525

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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 20 day of March, 2026, by Esteban Rodriguez He/She was not personally known, but or produced Driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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: Esteban Rodriguez Owner

(print individual's name and title)

for: E. RODRIGUEZ LANDSCAPING INC

(print name of entity submitting sworn statement)

whose business address is: 12800 SW 194 AVE Miami, FL 33196

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3322525

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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 Esteban Rodriguez. He/She was Not personally known, but or produced Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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, Esteban Rodriguez being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

20-3322525

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

E. RODRIGUEZ LANDSCAPING INC

Name of Entity, Individual, Partners or Corporation

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

12800 SW 194 AVE 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
Esteban Rodriguez	12800 SW 194 AVE Miami, FL 33196	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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 20 day of March, 2026, by Esteban Rodriguez. He/She was not personally known, but or produced driver license as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We E. RODRIGUEZ LANDSCAPING INC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay landscaping/ground maintenance, ITB# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or _ online notarization**, this 26 day of March, 2026, by Esteban Rodriguez. He/She was not personally known, but or produced driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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 E. Rodriguez Landscaping 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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** __ **online notarization**, this 26 day of March, 2026, by Esteban Rodriguez. He/She was Not personally known, but or produced Driver license as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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 03/26/2026 at Miami, FL
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: Owner

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami - Dade

I, Esteban Rodriguez (the individual attesting below), being duly authorized byand on behalf of E. RODRIGUEZ LANDSCAPING INC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16 day of March, 2026.

Esteban Rodriguez
Signature of Affiant

Print or Type Name: Esteban Rodriguez

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or _ online notarization**, this 20 day of March, 2026, by Esteban Rodriguez He/She was not personally known, but or produced driver license as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 20 day of March, 2026.

My Commission Expires: 3/30/2030

Notary Public

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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: Esteban Rodriguez

Title: Owner

Signature: Esteban Rodriguez Date: March 16,2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: E. RODRIGUEZ LANDSCAPING INC ("**Company**")

Vendor FEIN: 20-3322525

Address: 12800 SW 194 AVE

City: Miami State: FL Zip: 33196

Phone number: 786-286-7112 Email Address: erodriguez@erodriguezlandscapinginc.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: Esteban Rodriguez

Title: Owner

Signature: Esteban Rodriguez

Date: March 16,2026

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)
E. Rodriguez landscaping 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.)
12800 SW 194 AVE

Requester's name and address (optional)

City, state, and ZIP code
Miami Florida 33196

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
2 0 - 3 3 2 2 5 2 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 ▶ Esteban Rodriguez Date ▶ March 16,2026

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.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: E. RODRIGUEZ LANDSCAPING INC
Company

12800 SW 194 AVE Miami, FL 33196
Address

ATT: Esteban Rodriguez Owner
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services (P&R Department)** ITB No. 2026-12-007 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: ninety-three thousand, five hundred seventy-six Dollars ($93,576.00) submitted to the Village of Palmetto Bay (Owner) on April 2, 2026 (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: E. Rodriguez Landscaping Inc
Company

P.O BOX 971987, MIAMI FL 33197
Address

ATT: Esteban Rodriguez; Owner
Name and Title

PROJECT DESCRIPTION: **Landscape/Grounds Maintenance Services (P&R Department)**
ITB No. 2026-12-007 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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL
AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Esteban Rodriguez

owner

(print individual's name and title)

For: E Rodriguez landscaping inc

(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 12800 sw 194 ave miami fl 33196

And its Federal Employer Identification Number (FEIN) is

20-3322525

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Esteban Rodriguez owner, am duly authorized to make this sworn statement

(Print individuals name and title)

On behalf of:

E Rodriguez landscaping inc.

(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that E-Rodriguez landscaping INC has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Esteban Rodriguez (Print Name) Esteban Rodriguez (Signature) 3/10/26 Date

Sworn to and subscribed before me this 2nd day of March, 20 26.

☐ Personally known to me, or ☑ Produced Identification. driver license
(Type of identification)

Notary Public - State of Florida

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

My commission expires 3/30/2030 ; (Print or stamped commissioned name of notary public.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

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

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(3) is a sexual offender or a sexual predator; or

(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: ~~July 7, 2008~~

Attest:
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	~~YES~~
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

ADDENDUM NO. 1

Date: March 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. 2026-12-007
Landscape/Grounds Maintenance Services (Parks & Recreation Department)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-007 – Exhibit A – Updated Bid Sheets" that includes the updated bid sheets to be used.

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

Palm and Hardwood Trimming
Small palms (under fifteen feet (15')) should be pruned to remove dead fronds and seed pods. Small hardwood trees (under fifteen feet (15')) should only be trimmed to eliminate dead or broken branches, with pruning cuts made according to ANSI standards. If the Company identifies any hazards related to palms or hardwood trees, or if trimming by a specialized tree contractor is needed, the issue must be reported immediately to the Ground Maintenance Supervisor.

Irrigation System
The Company will inspect all irrigation systems weekly to identify any issues with broken heads, lines, valves, timers, and water coverage patterns. Repairs to broken heads and lines or adjustments to water coverage must receive approval from the Village's Ground Maintenance Supervisor before proceeding. Any malfunctioning valves, pumps, or timers must be reported promptly to the Ground Maintenance Supervisor for repair. Material costs must be submitted for approval prior to performing any repairs.

Irrigation System Management

1. Scope of Responsibility
   The Company shall be fully responsible for the maintenance, repair, and scheduling of all irrigation systems within the designated service areas. This includes ensuring optimal water distribution and system efficiency at all times.

2. System Composition & Infrastructure
   a. The Village's irrigation network is a complex infrastructure comprising:

i. Transmission Network: A system of underground pipes and valves located within property limits, ranging in size from three quarters of an inch to three inches (3/4" to 3").

ii. Water Supplies: Localized systems connected to both domestic potable water and well water supply.
iii. Landscape Components: Comprehensive hardware including, but not limited to:
    1. Time clocks and controllers
    2. Irrigation zones and lateral (zone) lines
    3. Risers and sprinkler heads
    4. Electrical wiring, valves, and valve boxes
    5. Pressurized tanks and pumps

3. Inspection & Reporting Protocols
    a. To maintain system integrity, the following protocols must be strictly followed:
        i. Weekly Inspections: The Company will conduct weekly inspections of all systems to identify issues with broken heads, lines, valves, timers, and water coverage patterns.
        ii. Approval Process: Repairs to broken heads and lines, or any adjustments to water coverage, must receive formal approval from the Village Contact Park Supervisor before work begins.
        iii. Malfunction Reporting: Any malfunctioning valves, pumps, or timers must be reported promptly to the Contact Park Supervisor for repair coordination.

4. Financial Controls
    Prior to performing any repairs, the Company is required to submit a detailed breakdown of material costs for approval. No unauthorized expenses will be reimbursed without prior written consent from the Village.

This only applies to parks and grounds with existing irrigation, including Ludovici Park, Palmetto Bay Park sports fields, and Coral Reef Park sports fields. However, if an irrigation system is added to any other park, a review and reassessment will be implemented.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: Does the Scope of Services include tree trimming?

Response: *Please see language above to be included with the Scope of Services.*

Question No. 3: Will the ball fields be maintained as well? Should the bidder complete the optional bid form?

Response: *As noted in "Exhibit A – Bid Sheets" the ball fields are optional bid items. The bidder should complete this section of the bid form in the event the Village requires such services.*

Question No. 4: Is the contract term for these services concluding?

Response: *Yes, the current contract is reaching the contract term.*

Question No. 5: Does the Village handle irrigation work?

Response: *The Village conducts such work in-house and/or outsources.*

Question No. 6: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that the parks are open to the public and accessible during regular hours or operations. The only park closed is Veterans Park which the Village can unlock upon request. However please note that this park is still undeveloped. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Question No. 7: Is irrigation included as part of the contract?

Response: *Please reference the additional language included in Addendum #1 "IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS".*

Question No. 8: Is there a budget for this job?

Response: *No.*

Question No. 9: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 10: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *Under fifteen feet (15').*

Question No. 11: Are there maps for each location that illustrate boundaries?

Response: *No.*

Question No. 12: At Ludovici Park, what belongs to the park and what belongs to the library (what is the contractor responsible for at this location)?

Response: *The Contractor is responsible for all parks.*

Question No. 13: Is there an on-site storage facilities available for the awarded vendor?

Response: *No.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-007

Title: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Name of Contractor E. Rodriguez Landscaping Inc

Date Addendum Received 3/26/2026

Total Pages of Addendum including Acknowledgement 5

Print Name Esteban Rodriguez

Signature Esteban Rodriguez

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.

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK		THE WOODS	PERRINE COMMUNITY HOUSE		PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK											
Mowing*	30	$12,000.00	$9,000.00	$4,500.00	24	$2,400	$480		24	$1,800	$2,400
Weed-Eating*	30	$9,000.00	$6,000.00	$4,500.00	24	$1,320	$288		24	$1,800	$480
Edging*	30	$3,000.00	$3,000.00	$1,500.00	24	$1,320	$288		24	$600	$480
Hedge/Shrubbery Trimming*	12	$2,400.00	$1,200.00	$1,200.00	12	$660	$144		12	$300	$240
Weed Control*	30	$3,000.00	$3,000.00	$1,500.00	24	$1,320	$288		24	$600	$480
Litter/Leaf Control	30	$3,000.00	$1,500.00	$1,500.00	24	$1,320	$288		24	$600	$480
Palm and Hardwood Trimming*	12	$1,200.00	$1,200.00	$0.00	12	$0.00	$0.00		12	$0.00	$0.00
Irrigation System Management		$0.00	$0.00	$0.00	N/A	$0.00	N/A	$0.00		N/A	$0.00	$0.00
Total Annual Cost Per Facility		$33,600	$24,900	$14,700		$8,340	$1,776			$5,700	$4,560

*Cost per Frequency

Total Annual Cost All Facilities $93,576.00

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $2,200 Field 2 $2,100 Field 3 $2,100 Field 4 $2,100	Field 1 $1,800 Field 2 $1,800 Field 3 $1,800 Field 4 $1,800 Field 5 $1,800 Field 6 $1,800 Open Field $1,800	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $350 Field 2 $350 Field 3 $350 Field 4 $350	Field 1 $350 Field 2 $350 Field 3 $350 Field 4 $350 Field 5 $350 Field 6 $350 Open Field $350	N/A	N/A	N/A
STUMP GRINDING	$14 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $200 Field 2 $200 Field 3 $200 Field 4 $200	Field 1 $200 Field 2 $200 Field 3 $200 Field 4 $200 Field 5 $200 Field 6 $200 Open Field $200	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $25.00 Supervisor: $75.00 Equipment: $90.00 Vehicles: $50.00 (attach itemized list as necessary)				

landscaping/ground maintenan

Company Name: E. Rodriguez Landscaping Inc	**Phone Number:** 786-286-7112
Mailing Address: P.O BOX 971987, MIAMI FL 33197	**Fax Number:**
Bid Contact Person: Esteban Rodriguez	**F.E.I.D Number:** 20-3322525
Title: President	**Email Address:** Erodriguez@erodriguezlandscapinginc.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: Esteban Rodriguez
Name: Esteban Rodriguez
Title: President
Company: E. Rodriguez Landscaping Inc
Date: 3/26/2026

Safety Plan Highlights

1. Traffic Control & Public Safety

- All work within roadways or public rights-of-way follow **FDOT Intermediate TTC guidelines**.
- Cones, signage, and barriers deployed to protect public and crew.

2. Personal Protective Equipment (PPE)

- Hard hats, gloves, safety glasses, high-visibility vests, and steel-toed boots are always worn.

3. Equipment Operation & Maintenance

- All operators trained and certified.
- Daily inspections of equipment before use.

4. Emergency Procedures

- First aid kits on-site.
- Emergency contacts posted in vehicles and at the job site.

5. Hazard Communication

- Proper storage and labeling of chemicals (fertilizers, herbicides, pesticides).
- Staff trained on **MSDS sheets** and safe handling procedures.

6. Training & Documentation

- Crew receives ongoing safety training and GI-BMP certification updates.
- Weekly safety meetings conducted on active sites.

SECTION 10.0: Exhibits

Draft Contract for: Landscape/Grounds Maintenance Services (P&R Department)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by Company

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in the Village's ITB, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this

DRAFT

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# 2026-12-007

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, either for the Village's convenience, by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village, However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

DRAFT

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.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Bid Sheets **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(***Total of 2 .pdfs to download with solicitation***)



ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

Rock & Rose Lawn Care LLC

26251 SW 187th Avenue

Homestead FL 33031

Siul. J. Delgado

786-261-8905

ITB: 2026-12-007

VILLAGE OF PALMETTO BAY
VILLAGE CLERKS OFFICE
9705 E. HIIBSCUS STREET
PALMETTO BAY, FL, 33157

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

TABLE OF CONTENTS

Cover Page.....1

Table Of Contents.....2

Letter Of Transmittal.....3

Proposer Qualification Statement.....4-6

Project Team Qualification Statement.....7

Vehicles & Equipment.....8

Corporate Entity Information.....9

Reference Letters.....10-12

ROCK & ROSE
COMPLETE LANDSCAPING EXPERIENCE

26251 SW 187 Avenue
Homestead, FL 33031
TEL (786)879-0832
www.rockandroselandscapes.com

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

Re: ITB: 2026-12-007

Dear Village of Palmetto Bay

Enclosed findone(1) printed and one (1) digital copy of our bid in response to the above referenced solicitation.

We have studied the corresponding Invitation to Bid (the "ITB") thoroughly and believe our submittal contains all of the information and documents that are required in order for our firm to be found to be responsive and responsible in all respects. We understand that the objective of the solicitation is to obtain an experienced firm to provide a comprehensive landscape service program consisting of the following: mowing and edging; pruning and maintenance of shrubs and hedges; weed control in ornamental beds and turf, mulching, planting, pest control, fertilization, etc.

We are fully informed as to the scope of work and are willing to perform the services under the scope of work as set forth in the ITB. Moreover, we hereby represent that we shall maintain in good standing at all times during the term of any Agreement(s) that shall arise by virtue of our bid and in connection with the ITB all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

The undersigned is fully authorized to act on behalf and make representations for our firm. Thank you.

Sincerely,

Siul. J. Delgado
COO

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

LETTER OF TRANSMITTAL

Rock & Rose Lawn Care LLC provides a broad range of full landscape services to many communities, associations, developers, municipalities and property management companies throughout the state of Florida. Over the years we have developed a team composed of individual experts in different fields of the landscaping industry. From Florida Friendly landscape design specialists, veteran irrigation specialists, Horticulture Professionals, maintenance experts to Agronomist & Sports Field Construction and ISA Certified Arborists.

Rock & Rose Lawn Care LLC was created August 17th 2009 with one goal and vision in mind – provide professional quality landscape services throughout the Sunshine State of Florida. Such services range from grounds maintenance, landscape design and installations, irrigation design, installation & maintenance, tree trimming, removal & relocations. Specializing and emphasizing in Florida Friendly Landscape design, retro-fit, and installations. Rock & Rose Lawn Care LLC has substantial direct experience in providing landscape maintenance to many properties of distinction throughout the state of Florida.

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

PROPOSERS QUALIFICATION STATEMENT

We have studied the corresponding Request for Proposal (the "RFP") thoroughly and believe our submittal contains all of the information and documents that are required in order for our firm to be found to be responsive and responsible in all respects. We understand that the objective of the solicitation is to obtain an experienced firm to provide a comprehensive landscape service program consisting of the following: mowing and edging; pruning and maintenance of shrubs and hedges; weed control in ornamental beds and turf; fertilization of turf, shrubs, trees and palms and pruning of the palms and trees. We are fully informed as to the scope of work and are willing to perform the services under the scope of work as set forth in the RFP. Moreover, we hereby represent that we shall maintain in good standing at all times during the term of any Agreement(s) that shall arise by virtue of our bid and in connection with the RFP all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services. Our team consists of varying individuals with vast experiences. Some working for municipalities such as Miami Dade County as a sports field manager, others contracted by Miami Beach Parks and Village of Pinecrest Parks maintenance to arbor care and horticultural experiences within the state of Florida. All looking forward to work with more municipalities as we continue to grow and beautify our state.

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

PROJECT TEAM QUALIFICATION STATEMENT

1) Abel Guedes – Owner & C.E.O
2) Omayra Guedes – Owner & C.A.O & ISA Arborist
3) Siul Delgado – C.O.O & Spray Tech.
4) Jorge Barrios – Maintenance Manager
5) Rosario Rodriguez – Account (Project) Manager
6) Juan Escalante – Maintenance Crew leader
7) Jose Pedraza – Lead Tree Trimmer

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE









Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25488

DELGADO, SIUL JESUS
26251 SW 187TH AVE
HOMESTEAD, FL 33031

Categories
3

Issued: January 30, 2024 **Expires: February 28, 2027**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE







ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

PROPOSER'S VEHICLE & EQUIPMENT

- 2021 ISUZU NPR HD CREW CAB DUMP W/ 16' ENCLOSED TRAILER
- 2019 ISUZU NPR HD CREW CAB DUMP W/ 16' ENCLOSED TRAILER
- Toro Z-Master 4000 (4) 72"
- Wright StandX 60" (4)
- 2007 Ford F150 Long Bed
- Scag Turf Storm Sprayer / spreader
- 10 manual pump backpack sprayers
- 8 Echo line trimmers
- 8 Echo Edgers
- 12 Echo Backpack Blowers
- 8 Echo hedge trimmers
- 10 Stihl chainsaw & 3 Stihl Power pruners
- 2021 international Boom Truck
- 2017 Vermeer Chipper BC1500
- 2015 Vermeer Chipper BC1400
- CAT Skid-steer
- Toro Dingo
- 2024 Isuzu Pest Control Spray Rig

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

CORPORATE ENTITY INFORMATION

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List

Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
ROCK & ROSE LAWN CARE, LLC

Filing Information

Document Number	L09000078795
FEI/EIN Number	27-0750498
Date Filed	08/17/2009
Effective Date	08/17/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/15/2010

Principal Address

26251 SW 187 Ave.
FL
Homestead, FL 33031

Changed: 02/05/2024

Mailing Address

PO Box 771270
MIAMI, FL 33177

Changed: 01/25/2016

Registered Agent Name & Address

GUEDES, OMAYRA
26251 SW 187 Ave.
FL
Homestead, FL 33031

Address Changed: 02/05/2024

Authorized Person(s) Detail

Name & Address

Title Authorized Member

GUEDES, OMAYRA
26251 SW 187 Ave.
FL
Homestead, FL 33031

Title Authorized Member

GUEDES, ABEL
26251 SW 187 Ave.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2026

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
Insurance Office of America
13790 NW 4th Street
Suite113
Sunrise FL 33325

CONTACT NAME: Martha Wilson
PHONE (A/C, No, Ext): 5617213742 **FAX (A/C, No):**
E-MAIL ADDRESS: Martha.Wilson@loausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Monroe Guaranty Insurance Company	32506
INSURER B: Brierfield Insurance Company	10993
INSURER C: National Trust Insurance Company	20141
INSURER D: FCCI Insurance Company	10178
INSURER E:	
INSURER F:	

INSURED ROCK&RO-02
Rock & Rose Lawn Care, LLC
PO Box 771270
Miami FL 33177

COVERAGES **CERTIFICATE NUMBER:** 260030722 **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	Y	Y	GL10009937601	3/1/2026	3/1/2027	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	CA10009937500	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [ ] OCCUR			UMB10009937701	3/1/2026	3/1/2027	EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	WC010010258401	3/1/2026	3/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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)
Certificate holder is additional insured with respect to General Liability when required by written contract as per form #CGL 084 (02 21), and with respects to the Auto Liability per form # CAU 058 (10-22). A Waiver of Subrogation applies to the General Liability per form # CGL 088 (02 21), and to the Auto Liability per form #CGL 088 (02 21), and with respects to the Workers Compensation per form # WC 00 03 13. Coverage is Primary Non-Contributory with respects to the General Liability when required by written contract as per form #CGL 084 (02 21).

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ROCK & ROSE
COMPLETE LANDSCAPING EXPERIENCE

Telephone: (786)879-0832
www.rockandroselandscapes.com

REFERENCE LIST

- **Kenneth Soler,** Director - City of Doral FL

(305) 593-6600 Ext. 5006

8401 NW 53 Terrace, Doral, FL 33166

Kenneth.soler@cityofdoral.com

- Parks service maintenance & Sports field maintenance.
  - $295,000.00 / year 3 year contract w/ 2 renewals

- **Claudio Borimonoff –** PNC – Facilities Management

(747) 977-4361

7610 NW 6th Avenue Boca Raton FL 33487

Enadio4u@aol.com

- Multi-Facility comprehensive landscape maintenance, tree trim, pest control & irrigation maintenance throughout the State of Florida.
  - $1,200,000.00/year master contract holder, auto renewal.

Letter of Recommendation

To Whom it May Concern

My name is Claudio Borimonoff, Regional Manager. I am writing this letter to offer my recommendation of Rock and Rose Lawns, whom I've known for the past 13 years as our landscape provider.

During my relationship with Rock and Rose, I have witnessed an exemplary company who is dedicated to their line of work and who goes above and beyond when carrying out their job responsibilities through hard work and outstanding time management. Rock and Rose acts in a polite, respectable manner, whether in a professional setting or in their personal affairs. I am confident Rock and Rose will be a great fit, and I give my highest recommendation.

Please don't hesitate to contact me if you should require any further information.

Respectfully,

Claudio Borimonoff Digitally signed by Claudio Borimonoff
Date: 2025.03.12 12:42:33 -04'00'

Claudio Borimonoff

Claudio.borimonoff@pnc.com

Regional Manager PNC

Subject: Letter of Recommendation for Rock & Rose Landscapes

Dear Procurement Team,

I am pleased to provide this letter of recommendation for Rock & Rose Landscapes in support of their bid for the City of Miami landscape and grounds maintenance contract. As a long-time client of Rock & Rose, I have had the privilege of witnessing firsthand their exceptional professionalism, expertise, and commitment to maintaining beautiful and well-kept landscapes.

They have provided outstanding landscaping and maintenance services for Miccosukee Casino & Resort for over the past 7 years. Their team is knowledgeable, reliable, and dedicated to ensuring that every aspect of our grounds is maintained to the highest standard. From routine lawn care, tree trimming, and irrigation management to seasonal plantings and emergency storm cleanup, their attention to detail and proactive approach have consistently exceeded our expectations.

One of the standout qualities of Rock & Rose is their ability to handle large-scale projects with efficiency and precision. Their fleet of well-maintained equipment, combined with a highly trained staff, ensures timely completion of work without compromising quality. Moreover, their commitment to environmentally sustainable practices aligns perfectly with the tribe's goals for green initiatives and eco-friendly maintenance solutions.

Beyond their technical capabilities, Rock & Rose places a strong emphasis on customer service and communication. Their team is always responsive to requests, proactive in addressing potential issues, and adaptable to the evolving needs of the properties they maintain. Their professionalism and dedication have made them an invaluable partner, and I am confident they would bring the same level of excellence to the city's landscape maintenance program.

I wholeheartedly recommend Rock & Rose for this contract and have no doubt that their services will enhance the beauty and functionality of the city's public spaces. Should you require any further information or wish to discuss my experience in greater detail, please feel free to contact me at 305-925-2579 or kwhiting@miccosukee.com.

Sincerely,
Karen Whiting, Resort Director

Miccosukee Casino & Resort

groundsgroup
ROOTED IN SERVICE

1110 S Flaming Rd
Davie, Fl 33325
TEL (786)261-8905

Letter Of Recommendation

To: Village of Palmetto Bay

My name is Joe Williams, VP of Operations. I am writing this letter to offer my recommendation for Rock & Rose Lawn Care, whom I have known as our commercial landscape provider for the past 10+ years. Rock & Rose has performed and maintained exceptionally well from service quality to teamwork and communication.

They have gone above and beyond year after year and now manage over $800,000 worth of our contracts throughout the state of Florida. I am confident Rock & Rose will be a great fit to beautify your city and I highly recommend them.

Please feel free to contact me, should you require more information.

Best Regards,
Joe Williams
VP Operations

groundsgroup
ROOTED IN SERVICE

1110 South Flamingo Rd.
Fort Lauderdale , Florida 33325
Local: (954) 476-9027
Email: joew@groundsgroup.com

Company Name:	Phone Number:
Rock and Rose lawn care	786 879 0832
Mailing Address:	**Fax Number:**
26251 SW 187 ave	N/A
Bid Contact Person:	**F.E.I.D Number:**
Jorge Barrios	27-0750498
Title:	**Email Address:**
MGR	JB@rockandroselandscapes.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: _____

Name: Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	450	350	200	24	70	20	24	25	25
Weed-Eating*	30	300	250	200	24	70	20	24	25	25
Edging*	30	150	150	100	24	70	20	24	25	25
Hedge/Shrubbery Trimming*	12	250	150	150	12	70	20	12	25	25
Weed Control*	30	150	150	100	24	70	20	24	25	25
Litter/Leaf Control	30	150	100	100	24	70	20	24	25	25
Palm and Hardwood Trimming*	12	100	50	50	12	70	20	12	25	25
Irrigation System Management					N/A		N/A		N/A	
Total Annual Cost Per Facility		40,200	32,400	23,400		10,080	2,880		3,600	3,600

*Cost per Frequency

Total Annual Cost All Facilities $70,980

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 800 Field 2 800 Field 3 800 Field 4 800	Field 1 800 Field 2 800 Field 3 800 Field 4 800 Field 5 800 Field 6 800 Open Field 1000	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 500 Field 2 500 Field 3 500 Field 4 500	Field 1 500 Field 2 500 Field 3 500 Field 4 500 Field 5 500 Field 6 500 Open Field 1000	N/A	N/A	N/A
STUMP GRINDING	$10 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 200 Field 2 200 Field 3 200 Field 4 200	Field 1 200 Field 2 200 Field 3 200 Field 4 200 Field 5 200 Field 6 200 Open Field 500	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $60 Supervisor: $80 Equipment: $40 Vehicles: $30 (attach itemized list as necessary)				

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 Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

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 Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Jorge Barrios being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Rock & Rose Lawn Care 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): Jorge Barrios

Title: MGR

Company: Rock and Rose lawncare

Date: 4-2-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026, by Jorge Ramos. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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 Rock and Rose lawn care

Whose business address is: 26251 SW 187 ave

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-0750498

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 Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026, by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny delgado
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: Jorge Barrios Manager
(print individual's name and title)

for: Rock and Rose lawn care
(print name of entity submitting sworn statement)

whose business address is: 26251 SW 187 ave

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): Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026, by Jorge Barros. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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, Jorge Barrios being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

27-0750498

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

Rock & Rose Lawn Care LLC.

Name of Entity, Individual, Partners or Corporation

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

26251 SW 187 Avenue Homestead FL 33031

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
ABEL GUEDES	26251 SW 187 Ave Homestead FL	50 %
ONAYNA GUEDES	26251 SW 187 Ave Homestead FL	50 %
		%

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

Signature of Official: _____

Name (typed): Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-25

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of APRIL, 2026 by JORGE BARNES. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Rock & Rose Lawn Care LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026 by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Jenny Delgado

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

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): Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of MIAMI DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026 by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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): Jorge Barrios

Title: MGR

Company: Rock and Rose lawn care

Date: 4-2-26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF MIAMI DADE

I, Jorge Barrios (the individual attesting below), being duly authorized by and on behalf of Back & Roselawn Care 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 2 day of April, 2026.

Signature of Affiant

Print or Type Name: Jorge Barrios

State of Florida)
) ss.:
County of MIAMI DADE)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026, by JORGE BARRIOS. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 2 day of April, 2026.



My Commission Expires: 10/5/27

Jenny Delgado
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: Jorge Barrios

Title: MGR

Signature: _____ Date: 4-2-26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Rock & Rose Lawn Care LLC. ("**Company**")

Vendor FEIN: 27-0750498

Address: 26251 SW 187 AVE

City: Homestead State: FL Zip: 33031

Phone number: 786 261-8905 Email Address: SIUL@RockandRoseLandscapes.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 Barrios

Title: MGR

Signature: 

Date: 4-2-26

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

Company Name: Rock & Rose Lawn Care LLC.

By: _____

Jorge Barrios
PRINT NAME

MGR
TITLE

By: _____

SIUL J. DELGADO
PRINT NAME

C.O.O.
TITLE

Date: 4-2-26

SEAL

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Attachments to this Solicitation

Exhibit "A": Bid Sheets **(.PDF FILE)**

Exhibit "B": Ordinance 08-10 Form **(.PDF FILE)**

(Total of 2 .pdfs to download with solicitation)

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-007

Title: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Name of Contractor Rocks & Rose Lawn Care LLC.

Date Addendum Received 03/30/2026

Total Pages of Addendum including Acknowledgement 5

Print Name Jorge Barrios

Signature

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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

   Jorge Barrios

   MGR

   (print individual's name and title)

   For: Rock & Rose Lawn Care LLC.

   (print name of programming entity/vendor/organization submitting sworn statement)

   Whose business address is 26251 SW 187 Ave

   Homestead FL 33031

   And its Federal Employer Identification Number (FEIN) is

   27-0750498

   If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Jorge Barrios, am duly authorized to make this sworn statement

   (Print individuals name and title)

   On behalf of:

   Rock & Rose Lawn Care LLC.

   (Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Rock & Rose Lawn Care LLC. has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Jorge Barrios		4-2-26
(Print Name)	(Signature)	Date

Sworn to and subscribed before me this 2 day of APRIL, 2026.

☒ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

Jenny Delgado.
Notary Public – State of Florida

My commission expires 10/05/2027

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

_____.
(Print typed or printed commissioned name of notary public.

SUPERIOR

INVITATION TO BID (ITB)

Landscape/Grounds Maintenance Services (Parks & Recreation Department)

ITB # 2026-12-007

BID PACKAGE

SUBMITTED 4/2/2026 BY JESENIA OTERO, ESTIMATING COORDINATOR

2200 NW 23rd Avenue
Miami, FL 33142
T: 800.759.4156 | P: 305.634.0717

Introduction Letter

On behalf of Superior Landscaping & Lawn Service Inc. I am pleased to submit our proposal in response to ITB No. 2026-11-006 for Village-Wide Landscaping and Maintenance (Public Services and Code Compliance). We appreciate the opportunity.

Superior Landscaping & Lawn Service Inc. understands that the scope of work includes providing all labor, supervision, equipment, materials, and related services necessary to successfully perform the required services in accordance with the specifications, standards, and schedule outlined in the ITB. We are fully committed to performing the work efficiently, safely, and in strict compliance with all applicable requirements, and to completing the services .

Superior Landscaping & Lawn Service Inc. is highly qualified to perform this engagement due to our demonstrated experience, technical expertise, qualified personnel, and proven track record of delivering high-quality services for municipal and public-sector clients. Our firm is committed to professionalism, responsiveness, and maintaining the highest standards of workmanship and customer service throughout the duration of the contract. This proposal is submitted as a firm and irrevocable offer and shall remain valid for a period of ninety (90) days from the date of the Proposal opening. We also acknowledge and confirm that, upon request by the Village, we will be available to participate in interviews or provide additional information during the selection process.

The following individuals will serve as the primary contacts for this project:

Authorized Representative:
Name: Jesenia Otero
Title: Estimating Coordinator
Phone: 305-634-0717
Email: JOtero@superiorlandscaping.com

General Manager:
Name: Paulo Lara
Title: Project Manager
Phone: 305-203-9964
Email: PLara@superiorlandscaping.com

Business Developer:
Name: Rolando Sanchez
Phone: 239-703-4139
Email: RSanchez@superiorlandscaping.com

Sincerely,

Jesenia Otero
Superior Landscaping & Lawn Service, Inc.
JOtero@superiorlandscaping.com
305-634-0717 F: 305-634-0744
2200 NW 23 Avenue
Miami, FL 33142

Years in Business & Lead Team Information

A. Company Background & Experience

Superior Landscaping & Lawn Service Inc. is an experienced provider specializing in comprehensive landscape maintenance, palm pruning, tree care, and related services for municipal, commercial, and public-sector clients. The firm has been in operation for 42 years and our core services include, but are not limited to, palm pruning and maintenance, tree trimming and removals, right-of-way and median maintenance, storm preparation and response, and adherence to applicable ANSI A300 standards and local regulations.

Our experience includes working in high-traffic corridors, residential neighborhoods, and sensitive public spaces while maintaining safety, efficiency, and compliance with municipal standards. Services have been performed across varying height classifications and site conditions, including high-visibility corridors, coastal environments, athletic facilities, and heavily trafficked public areas.

Superior Landscaping & Lawn Service Inc. maintains adequate staffing levels and equipment to support this project without compromising performance on existing contracts. Dedicated crews, experienced supervisors, and certified arborists are available to ensure proper oversight and compliance with all applicable standards. Our current workload is managed to allow for the timely and efficient execution of this project within the Village's required timeframe.

B. Key Personnel & Certifications

All tree services performed by Superior Landscaping & Lawn Service Inc. are conducted by, or under the direct supervision of, an International Society of Arboriculture (ISA) Certified Arborist.

ISA Certified Arborists:

Name: Michael Suarez
Certification Number: FL-6447A
Expiration Date: 12/31/2027

Name: Paul Sands
Certification Number: FL-9676A
Expiration Date: 06/31/2028

The Certified Arborist is responsible for overseeing pruning operations, ensuring compliance with ISA Best Management Practices, ANSI Z133 safety requirements, and Village of Palmetto Bay specifications, as well as providing technical guidance related to palm health, pruning cycles, and disease prevention.

Years in Business & Lead Team Information

Superior Landscaping & Lawn Service Inc. utilizes Temporary Traffic Control (TTC)-certified personnel and/or an approved third-party TTC provider, as required, to safely manage traffic, pedestrians, and work zones in accordance with applicable standards and Village requirements.

Field staff receive ongoing training in tree-specific pruning techniques, jobsite safety, equipment operation, and sanitation protocols. Training includes adherence to BMP guidelines, disease prevention measures, and proper tool sterilization practices, particularly when working with Phoenix species or in areas where disease may be present.

C. Local Office / Response Capacity

Superior Landscaping & Lawn Service Inc. maintains an operational office located in Miami, Florida, providing a strong local presence within South Florida and close proximity to the Village of Palmetto Bay in Miami-Dade County. This location allows for rapid mobilization of personnel, equipment, and supervisory staff to Parkland and surrounding areas.

Our Miami office enables reduced response times, efficient coordination with Village representatives, and effective management of both scheduled and unscheduled palm pruning services. The proximity of this office supports consistent field oversight, flexibility in scheduling, and timely response to Village requests, including urgent or weather-related needs.

This local operational capacity ensures reliable service delivery, minimizes travel-related delays, and supports Superior Landscaping & Lawn Service Inc.'s ongoing commitment to responsive, high-quality service throughout the contract term.

D. Project Management and Key Personnel

Project Manager

The Project Manager will have overall responsibility for administration of the contract and execution of the Scope of Work. Duties include coordination with Village of Palmetto Bay staff, scheduling and staffing oversight, quality control, documentation, and ensuring compliance with contract requirements and applicable standards.

Personnel

ORLANDO OTERO
President
Summary:
Founder and President of Superior Landscaping since 1982, Mr. Otero has led the firm through over four decades of growth. His leadership has established Superior as a trusted partner for landscape maintenance services across Florida.
Core Competencies:

- Executive Operations Oversight.
- Strategic Growth and Development.
- Ethical Business Practices.
- Client Satisfaction and Service Quality.

Education:

- B.A. Business Administration, Finance, Florida International University.

Certifications:

- Certified Tree Trimmer, City of Miami.
- American Management Association: Conflict Management, Performance Improvement, Workplace Culture.

MARIA VALDES
Treasurer / Principal
Summary:
Over 30 years of financial and administrative management experience, providing critical oversight of cash flow, collections, staffing, and client communications.
Core Competencies:

- Financial Administration and Cashflow Management.
- AR/AP Oversight.
- Client Service and Issue Resolution.
- Staff Training and Management.

Education:

- A.A., Business Administration, Miami Dade Community College.
- B.A., Business Administration, Florida International University.

Personnel

JULIO VALDES
Project Manager / Safety Officer / MOT Supervisor
Summary:
With nearly 30 years at Superior, Mr. Valdes oversees construction, arbor, safety, and MOT field operations. He is highly trained in traffic control and safety compliance.
Core Competencies:

- Arbor Supervision and Tree Safety.
- FDOT MOT Operations and Supervision.
- Staff Safety Training and Compliance.
- Equipment and Fleet Oversight.

Certifications:

- FDOT Advanced MOT / TTC.
- Commercial Applicator License – FL Dept. of Agriculture.
- Landscape Inspector Association of Florida #2021-257.
- ISA Florida Chapter Member.

PAULO LARA
General Manager
Summary:
Mr. Lara manages the scheduling, supervision, and performance evaluation of all maintenance division staff and oversees fertilization programs and inventory control.
Core Competencies:

- Field Operations Oversight.
- Work Planning and Scheduling.
- Emergency Response Coordination.
- Fertilization Program Management.

Certifications:

- Certificate of Best Management Practices.

Personnel

DANIEL H. ACKENBRACK
Certified Pesticide Technician
Summary:
With over 30 years in pest control services, Mr. Ackenbrack manages all chemical applications and ensures compliance with state and safety regulations.
Core Competencies:

- Chemical Application Oversight.
- Crew Supervision and Tech Training.
- Regulatory Compliance and Reporting.

Certifications:

- Certified Operator, FL Dept. of Agriculture – JE44120.
- Lawn & Ornamental, Termite/WDO, Household Pest Control.
- Member, Certified Pest Control Operators of Florida.

PAUL L. SANDS
ISA Arborist & Aquatic Pest Control Spray Technician
Summary:
Mr. Sands is a certified arborist and aquatic vegetation control specialist with over a decade of experience managing canal, pond, and wetland maintenance for both commercial and municipal clients. His expertise in environmental control ensures that SHRSS landscapes remain healthy and compliant.
Core Competencies:

- Fertilization & Pest Control Applications.
- Herbicide Transport and Application.
- Aquatic and Canal Vegetation Mgmt.
- Inspections, Monitoring & Documentation.

Certifications:

- ISA Certified Arborist – FL-9676A.
- Florida Dept. of Agriculture: Natural Areas, Right of Way, Aquatics.
- Best Management Practices – GV907420.

Previous Roles:

- Project Manager – Aquatic Vegetation Control, Inc.
- Arborist/Spray Technician – Superior Landscaping.

Personnel

MICHAEL SUAREZ
Arbor Division Operations Manager
Summary:
Mr. Suarez brings over a decade of arbor management and crew leadership experience to Superior Landscaping. Formerly with BrightView and Bartlett Tree Experts, he has worked extensively in high-end hospitality properties and holds multiple arboricultural certifications.
Core Competencies:

- Certified Arborist Supervision.
- Tree Health Assessment & Risk Management.
- Storm Recovery Operations.
- Crew Safety and Equipment Oversight.

Certifications & Licenses:

- Certified Arborist – ISA (2012)
- CTSP (Certified Treecare Safety Professional) – 2015
- CDL Class B License – Florida.
- Ongoing CEU training – ISA.

Previous Roles:

- Operations Manager, Tree Division – BrightView.
- Arborist Crew Leader – Bartlett Tree Experts.
- Tree Division Manager – Dynaserve FL.

Field Supervisors and Crews

Field supervisors oversee daily operations and ensure adherence to safety, quality, and traffic control requirements. Field staff are trained in palm-specific pruning techniques, equipment operation, sanitation protocols, and disease prevention measures, including tool sterilization practices.

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES	CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK	THE WOODS		PERRINE COMMUNITY HOUSE	PERRINE WAYSIDE DOG PARK		VETERANS PARK (FUTURE BID PROPOSAL)
TASK									
Mowing* 30	$25,500.00	$28,500.00	$14,250.00	24	$8,232.00	$2,850.00	24	$5,832.00	$4,152.00
Weed-Eating* 30	$10,500.00	$6,000.00	$4,500.00	24	$3,000.00	$450.00	24	$1,680.00	$480.00
Edging* 30	$4,500.00	$4,500.00	$3,000.00	24	$2,400.00	$450.00	24	$1,680.00	$480.00
Hedge/Shrubbery Trimming* 12	$7,116.00	$9,360.00	$4,200.00	12	$3,000.00	$540.00	12	$1,200.00	$240.00
Weed Control* 30	$4,500.00	$4,500.00	$1,500.00	24	$1,200.00	$450.00	24	$1,680.00	$480.00
Litter/Leaf Control 30	$4,500.00	$3,000.00	$1,500.00	24	$1,200.00	$450.00	24	$1,680.00	$480.00
Palm and Hardwood Trimming* 12	$3,680.00	$3,720.00	$3,500.00	12	$3,340.00	$220.00	12	$3,420.00	$2,000.00
Irrigation System Management	$5,654.00	$5,654.00	$5,654.00	N/A		N/A		N/A	$5,654.00
Total Annual Cost Per Facility	$65,950.00	$65,234.00	$38,104.00	$22	,372.00	$5,410.00		$17,172.00	$13,966.00

*Cost per Frequency $19,017.33

Total Annual Cost All Facilities $228,208.00

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $2,500.00 Field 2 $2,500.00 Field 3 $2,500.00 Field 4 $3,000.00	Field 1 $1,800.00 Field 2 $1,800.00 Field 3 $1,800.00 Field 4 $1,800.00 Field 5 $1,800.00 Field 6 $1,800.00 Open Field $1,800.00	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $1,100.00 Field 2 $1,100.00 Field 3 $1,100.00 Field 4 $1,400.00	Field 1 $900.00 Field 2 $900.00 Field 3 $900.00 Field 4 $900.00 Field 5 $900.00 Field 6 $900.00 Open Field $900.00	N/A	N/A	N/A
STUMP GRINDING	$19.50 per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $320.00 Field 2 $320.00 Field 3 $320.00 Field 4 $400.00	Field 1 $320.00 Field 2 $320.00 Field 3 $320.00 Field 4 $320.00 Field 5 $320.00 Field 6 $320.00 Open Field $420.00	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $45.00 Supervisor: $65.00 Equipment: $120.00 Vehicles: $135.00 (attach itemized list as necessary)				

Company Name: Superior Landscaping & Lawn Service Inc.	**Phone Number:** 305-634-0717
Mailing Address: P.O. Box 35-0095 Miami, FL 33135	**Fax Number:** 305-634-0744
Bid Contact Person: Jesenia Otero	**F.E.I.D Number:** 65-0838100
Title: Estimating Coordinator	**Email Address:** JOtero@superiorlandscaping.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: Jesenia Otero

Name: Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/26/2026

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Superior Landscaping & Lawn

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: Mowing, edging, trimming, trash pick up, pesticide application for approximately 90 miles of medians.
Initial Value of Contract: 4 M. Final Value of Contract: 4 M
Length of Contract: 3 yr w/ 2yr renewals
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

We have field inspectors require weekly schedules, and 24 hr. correction on service. We are in communication which is the key to their success.

Name of Public Entity/Company: Collier County, RPS - Landscape Operations
Name of Individual completing this form: Pamela Hulick, PLA
Signature: Pamela J. Hulick Title: Landscape Operations Manager
Telephone: (239) 252-6291 Email: pamela.hulick@colliergov.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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Superior Landscaping & Lawn Service Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Landscape maintenance, lawn mowing, irrigation maintenance, tree & palm prunning
50 Mowing Acres Serviced Per Year 27 Retention Ponds serviced per year

Initial Value of Contract: $ 203,999.12 Final Value of Contract: $ 203,999.12
Length of Contract: 2025-2026 - Ongoing
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

They are a very good company to work with overall. Throughout the years they've always have some kind of contract with us.

Name of Public Entity/Company: City of Bonita Springs
Name of Individual completing this form: Joel Langaney
Signature: ____ Title: Project Manager
Telephone: (239) 949-6242 Email: joel.langaney@cityofbonitasprings.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ATTACHMENT 11 - BIDDER EXPERIENCE

Bidder must submit three (3) completed Vendor Reference Survey Form with ITB. Understand that each agency may be contacted to verify the validity of the partnership between the Bidder and the Agency/ Client.

Reference for: ITB-25-007-PM – Tree, Palm, and Shrub Pruning and Removal

Bidder's Name: Superior Landscaping & Lawn Service Inc.

Agency (Client) Name: City of Miami Beach

Agency Contract: Grounds Maintenance Services for Parks and Athletic Fields

Dollar Amount of Contract: 1.9 million (variable by year)

Brief description of product/services provided: Superior provides landscaping services to all of our Southern Parks.

Please rate your experience with the vendor/bidder.
Please use the following scale to answer the questions:

Rating: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the delivery accuracy of Vendor 3
2. Rate the packaging of the Vendor 4
3. Rate the Vendors' ability to meet delivery deadlines. 3
4. Rate competency and accessibility of the Vendor. 3
5. Rate the Vendor's success in dealing with problems/issues. 3
6. Rate the Vendor's knowledge of product provided. 4
7. Rate the success at warranty resolution. 3
8. Rate the accuracy and completeness of invoices and payment applications. 2
9. Rate the level of comfort and confidence you had in the Vendor. 3
10. Rate the overall performance of the Vendor. 3
11. Would you buy from them again in the future? yes

Additional Comments: Superior delivers an excellent quality of service to our Parks and Recreation Department.

Evaluator Name: Carlos Naumann Title: Landscape Manager
(Please print – Person completing survey)

Evaluator Signature: Naumann Date: 11/17/25
(Person completing survey)

Evaluator Phone: 786-459-5704 Evaluator Email: carlosnaumann@miamibeachfl.gov

---

Reference Verified By: _____ Date: _____

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jesenia Otero being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Superior Landscaping & Lawn Service Inc., the Company that has submitted the attached Bid;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Jesenia Otero

For Superior Landscaping & Lawn Service Inc.

Whose business address is: 2200 NW 23rd Avenue Miami, FL 33142

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0838100

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Jesenia Otero, Estimating Coordinator

(print individual's name and title)

for: Superior Landscaping & Lawn Service Inc.

(print name of entity submitting sworn statement)

whose business address is: 2200 NW 23rd Avenue Miami, FL 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0838100

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Jesenia Otero 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:

65-0838100

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

Superior Landscaping & Lawn Service Inc.

Name of Entity, Individual, Partners or Corporation

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

2200 NW 23rd Avenue Miami, FL 33142

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Orlando Otero	2200 NW 23rd Avenue Miami, FL 33142	90 %
Maria Valdes	2200 NW 23rd Avenue Miami, FL 33142	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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Superior Landscaping & Lawn Service Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Superior Landscaping & Lawn Service Inc., ITB# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Superior Landscaping & Lawn Service 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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No.

Executed on March 23rd 2026 at Superior Landscaping & Lawn Service Inc. under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jesenia Otero (the individual attesting below), being duly authorized byand on behalf of Superior Landscaping & Lawn Service Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 23rd day of March, 2026.

Jesenia Otero

Signature of Affiant

Print or Type Name: Jesenia Otero

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

Signed and sworn to (or affirmed) before me,

this the 23rd day of March, 2026.

My Commission Expires: 04-24-27

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: Jesenia Otero

Title: Estimating Coordinator

Signature: Jesenia Otero Date: 3/23/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Superior Landscaping & Lawn Service Inc. ("**Company**")

Vendor FEIN: 65-0838100

Address: 2200 NW 23rd Avenue

City: Miami State: Florida Zip: 33142

Phone number: 305-634-0717 Email Address: JOtero@superiorlandscaping.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: Jesenia Otero

Title: Estimating Coordinator

Signature: Jesenia Otero

Date: 3/23/2026

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Jesenia Otero, Estimating Coordinator
(print individual's name and title)

For: Superior Landscaping & Lawn Service Inc.
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 2200 NW 23rd Avenue Miami, FL 33142

And its Federal Employer Identification Number (FEIN) is

65-0838100

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Jesenia Otero, Estimating Coordinator, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

Superior Landscaping & Lawn Service Inc.
(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Superior Landscaping & Lawn Service Inc. has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Jesenia Otero	Jesenia Otero	3/23/2026
(Print Name)	(Signature)	Date

Sworn to and subscribed before me this 23rd day of March, 20 26.

☑ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____.
Notary Public – State of Florida

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

My commission expires 04-24-27; Sandra Arroyo.
(Print or stamped commissioned name of notary public.

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.)

Superior Landscaping & Lawn Service 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.

2200 NW 23 Avenue

6 City, state, and ZIP code

Miami, Fl 33142

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

6	5	–	0	8	3	8	1	0	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** 3/23/2026

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

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.

ADDENDUM NO. 1

Date: March 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. 2026-12-007
Landscape/Grounds Maintenance Services (Parks & Recreation Department)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-007 – Exhibit A – Updated Bid Sheets" that includes the updated bid sheets to be used.

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

Palm and Hardwood Trimming
Small palms (under fifteen feet (15')) should be pruned to remove dead fronds and seed pods. Small hardwood trees (under fifteen feet (15')) should only be trimmed to eliminate dead or broken branches, with pruning cuts made according to ANSI standards. If the Company identifies any hazards related to palms or hardwood trees, or if trimming by a specialized tree contractor is needed, the issue must be reported immediately to the Ground Maintenance Supervisor.

Irrigation System
The Company will inspect all irrigation systems weekly to identify any issues with broken heads, lines, valves, timers, and water coverage patterns. Repairs to broken heads and lines or adjustments to water coverage must receive approval from the Village's Ground Maintenance Supervisor before proceeding. Any malfunctioning valves, pumps, or timers must be reported promptly to the Ground Maintenance Supervisor for repair. Material costs must be submitted for approval prior to performing any repairs.

Irrigation System Management

1. Scope of Responsibility
   The Company shall be fully responsible for the maintenance, repair, and scheduling of all irrigation systems within the designated service areas. This includes ensuring optimal water distribution and system efficiency at all times.

2. System Composition & Infrastructure
   a. The Village's irrigation network is a complex infrastructure comprising:

i. Transmission Network: A system of underground pipes and valves located within property limits, ranging in size from three quarters of an inch to three inches (3/4" to 3").

ii. Water Supplies: Localized systems connected to both domestic potable water and well water supply.

iii. Landscape Components: Comprehensive hardware including, but not limited to:
    1. Time clocks and controllers
    2. Irrigation zones and lateral (zone) lines
    3. Risers and sprinkler heads
    4. Electrical wiring, valves, and valve boxes
    5. Pressurized tanks and pumps

3. Inspection & Reporting Protocols
    a. To maintain system integrity, the following protocols must be strictly followed:
        i. Weekly Inspections: The Company will conduct weekly inspections of all systems to identify issues with broken heads, lines, valves, timers, and water coverage patterns.
        ii. Approval Process: Repairs to broken heads and lines, or any adjustments to water coverage, must receive formal approval from the Village Contact Park Supervisor before work begins.
        iii. Malfunction Reporting: Any malfunctioning valves, pumps, or timers must be reported promptly to the Contact Park Supervisor for repair coordination.

4. Financial Controls
    Prior to performing any repairs, the Company is required to submit a detailed breakdown of material costs for approval. No unauthorized expenses will be reimbursed without prior written consent from the Village.

This only applies to parks and grounds with existing irrigation, including Ludovici Park, Palmetto Bay Park sports fields, and Coral Reef Park sports fields. However, if an irrigation system is added to any other park, a review and reassessment will be implemented.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: Does the Scope of Services include tree trimming?

Response: *Please see language above to be included with the Scope of Services.*

Question No. 3: Will the ball fields be maintained as well? Should the bidder complete the optional bid form?

Response: *As noted in "Exhibit A – Bid Sheets" the ball fields are optional bid items. The bidder should complete this section of the bid form in the event the Village requires such services.*

Question No. 4: Is the contract term for these services concluding?

Response: *Yes, the current contract is reaching the contract term.*

Question No. 5: Does the Village handle irrigation work?

Response: *The Village conducts such work in-house and/or outsources.*

Question No. 6: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that the parks are open to the public and accessible during regular hours or operations. The only park closed is Veterans Park which the Village can unlock upon request. However please note that this park is still undeveloped. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Question No. 7: Is irrigation included as part of the contract?

Response: *Please reference the additional language included in Addendum #1 "IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS".*

Question No. 8: Is there a budget for this job?

Response: *No.*

Question No. 9: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 10: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *Under fifteen feet (15').*

Question No. 11: Are there maps for each location that illustrate boundaries?

Response: *No.*

Question No. 12: At Ludovici Park, what belongs to the park and what belongs to the library (what is the contractor responsible for at this location)?

Response: *The Contractor is responsible for all parks.*

Question No. 13: Is there an on-site storage facilities available for the awarded vendor?

Response: *No.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-007

Title: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Name of Contractor Superior Landscaping & Lawn Service Inc.

Date Addendum Received 3/27/2026

Total Pages of Addendum including Acknowledgement 5

Print Name Jesenia Otero

Signature Jesenia Otero

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2025

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 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 Keyes Coverage Insurance PO Box 26570 Fort Lauderdale FL 33320	CONTACT NAME: Carlos Cardozo PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): 954-724-7024 E-MAIL ADDRESS: ccardozo@keyescoverage.com
INSURED 33270 Superior Landscaping & Lawn Service, Inc. PO Box 35-0095 Miami FL 33135	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Insurance Company INSURER B : AMERICAN INTERSTATE INSURANCE COMPANY INSURER C : FCCI Insurance Co. — 10178 INSURER D : GEICO INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 597363398 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP13699Q2025	12/1/2025	11/1/2026	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 $
D	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			9300246382	12/1/2025	12/1/2026	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 $			CX13218Q2025	12/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SVWCFL3398012025	8/4/2025	8/4/2026	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
A	Pollution			G71670478 001	4/23/2024	4/23/2026	AGGREGATE OCCURRENCE Newly Acquired Limit	1,000,000 1,000,000 250,000

"Sample"

CERTIFICATE HOLDER

"Sample"

CANCELLATION 30 Days Notice / 10 Days for Non-Pay

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Quality Service
Complete Care
Total Peace-of-Mind

THE GREEN EXPERTS

Communities
Commercial
Estates

4121 SW 47th Ave, suite 1335
Davie, FL 33314

P: 954.341.6100
TF: 888.770.0072
Fax: 888.770.1909

www.thegreenexperts.com
info@thegreenexperts.com

Local sites serving Broward,
Miami-Dade and Palm Beach

LETTER OF TRANSMITTAL / INTRODUCTION

Date: 04/01/2026

Village of Palmetto Bay
Attn: Alessia Bencomo, Procurement Specialist
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

RE: ITB No. 2026-12-007
Landscape/Grounds Maintenance Services (P&R Department)

Dear Ms. Bencomo,

The Green Experts Landscaping LLC is pleased to submit our bid in response to ITB No. 2026-12-007 for Landscape/Grounds Maintenance Services (P&R Department) for the Village of Palmetto Bay.

Founded in 2005, The Green Experts Landscaping LLC has over 20 years of experience providing full-service landscape maintenance throughout South Florida, including municipal, educational, commercial, public parks and high-traffic public environments.

We understand that this contract requires a licensed, qualified contractor capable of maintaining public parks/areas, government properties, while responding to maintenance issues and emergencies in a timely manner.

Leadership & Key Personnel:

Robert Montesino – President
Licensed Pesticide Applicator with over 25 years of experience, including former Chief of Golf Operations for Miami-Dade County Parks.

Juancarlos Diaz – Business Development Manager
Oversees client relations and contract coordination.



Quality Service
Complete Care
Total Peace-of-Mind

THE GREEN EXPERTS

Communities
Commercial
Estates

4121 SW 47th Ave, suite 1335
Davie, FL 33314

P: 954.341.6100
TF: 888.770.0072
Fax: 888.770.1909

www.thegreenexperts.com
info@thegreenexperts.com

Local sites serving Broward,
Miami-Dade and Palm Beach

John Alexandre – Operations Manager
Over 15 years with the company, responsible for field operations.

Steve Zamore – Senior Account Manager (MOT Certified)
Ensures compliance with Maintenance of Traffic requirements and safety protocols.

Experience & Capability:

- The School Board of Broward County – Landscape maintenance and tree care services (over 60 schools)
- Broward College – Tree trimming, removals, and specialty services
- City of Oakland Park – Tree trimming, removals, and specialty services (just awarded)

The Green Experts Landscaping LLC is fully prepared to provide qualified personnel, all necessary equipment, and professional service delivery in compliance with all regulations.

We appreciate the opportunity to submit this bid and look forward to partnering with the Village.

Respectfully submitted,

Robert Montesino
President
The Green Experts Landscaping LLC
rmontesino@thegreenexperts.com
954-625-2725



ADDENDUM NO. 1

Date: March 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. 2026-12-007
Landscape/Grounds Maintenance Services (Parks & Recreation Department)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-12-007 – Exhibit A – Updated Bid Sheets" that includes the updated bid sheets to be used.

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

Palm and Hardwood Trimming
Small palms (under fifteen feet (15')) should be pruned to remove dead fronds and seed pods. Small hardwood trees (under fifteen feet (15')) should only be trimmed to eliminate dead or broken branches, with pruning cuts made according to ANSI standards. If the Company identifies any hazards related to palms or hardwood trees, or if trimming by a specialized tree contractor is needed, the issue must be reported immediately to the Ground Maintenance Supervisor.

Irrigation System
The Company will inspect all irrigation systems weekly to identify any issues with broken heads, lines, valves, timers, and water coverage patterns. Repairs to broken heads and lines or adjustments to water coverage must receive approval from the Village's Ground Maintenance Supervisor before proceeding. Any malfunctioning valves, pumps, or timers must be reported promptly to the Ground Maintenance Supervisor for repair. Material costs must be submitted for approval prior to performing any repairs.

Irrigation System Management

1. Scope of Responsibility
   The Company shall be fully responsible for the maintenance, repair, and scheduling of all irrigation systems within the designated service areas. This includes ensuring optimal water distribution and system efficiency at all times.

2. System Composition & Infrastructure
   a. The Village's irrigation network is a complex infrastructure comprising:

i. Transmission Network: A system of underground pipes and valves located within property limits, ranging in size from three quarters of an inch to three inches (3/4" to 3").

ii. Water Supplies: Localized systems connected to both domestic potable water and well water supply.

iii. Landscape Components: Comprehensive hardware including, but not limited to:
    1. Time clocks and controllers
    2. Irrigation zones and lateral (zone) lines
    3. Risers and sprinkler heads
    4. Electrical wiring, valves, and valve boxes
    5. Pressurized tanks and pumps

3. Inspection & Reporting Protocols
    a. To maintain system integrity, the following protocols must be strictly followed:
        i. Weekly Inspections: The Company will conduct weekly inspections of all systems to identify issues with broken heads, lines, valves, timers, and water coverage patterns.
        ii. Approval Process: Repairs to broken heads and lines, or any adjustments to water coverage, must receive formal approval from the Village Contact Park Supervisor before work begins.
        iii. Malfunction Reporting: Any malfunctioning valves, pumps, or timers must be reported promptly to the Contact Park Supervisor for repair coordination.

4. Financial Controls
    Prior to performing any repairs, the Company is required to submit a detailed breakdown of material costs for approval. No unauthorized expenses will be reimbursed without prior written consent from the Village.

This only applies to parks and grounds with existing irrigation, including Ludovici Park, Palmetto Bay Park sports fields, and Coral Reef Park sports fields. However, if an irrigation system is added to any other park, a review and reassessment will be implemented.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: Does the Scope of Services include tree trimming?

Response: *Please see language above to be included with the Scope of Services.*

Question No. 3: Will the ball fields be maintained as well? Should the bidder complete the optional bid form?

Response: *As noted in "Exhibit A – Bid Sheets" the ball fields are optional bid items. The bidder should complete this section of the bid form in the event the Village requires such services.*

Question No. 4: Is the contract term for these services concluding?

Response: *Yes, the current contract is reaching the contract term.*

Question No. 5: Does the Village handle irrigation work?

Response: *The Village conducts such work in-house and/or outsources.*

Question No. 6: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that the parks are open to the public and accessible during regular hours or operations. The only park closed is Veterans Park which the Village can unlock upon request. However please note that this park is still undeveloped. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Question No. 7: Is irrigation included as part of the contract?

Response: *Please reference the additional language included in Addendum #1 "IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS".*

Question No. 8: Is there a budget for this job?

Response: *No.*

Question No. 9: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 10: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *Under fifteen feet (15').*

Question No. 11: Are there maps for each location that illustrate boundaries?

Response: *No.*

Question No. 12: At Ludovici Park, what belongs to the park and what belongs to the library (what is the contractor responsible for at this location)?

Response: *The Contractor is responsible for all parks.*

Question No. 13: Is there an on-site storage facilities available for the awarded vendor?

Response: *No.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-12-007

Title: Landscape/Grounds Maintenance Services (Parks & Recreation Department)

Name of Contractor The Green Experts Landscaping, LLC

Date Addendum Received 3/26/2026

Total Pages of Addendum including Acknowledgement 5

Print Name Robert Montesino

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.

Exhibit "A": BID SHEETS
PARKS AND RECREATION DEPARTMENT

FACILITIES – FREQUENCIES		CORAL REEF PARK	PALMETTO BAY PARK	LUDOVICI PARK		THE WOODS	PERRINE COMMUNITY HOUSE		PERRINE WAYSIDE DOG PARK	VETERANS PARK (FUTURE BID PROPOSAL)
TASK										
Mowing*	30	$1,504.-	$ 630.-	$125.-	24	$35.-	$20.-	24	$35.-	
Weed-Eating*	30	$250.-	$ 190.-	$ 95.-	24	$35.-	$15.-	24	$35.-	
Edging*	30	$250.-	$ 190.-	$ 70.-	24	$35.-	$15.-	24	$35.-	
Hedge/Shrubbery Trimming*	12	$250.-	$ 2,000.-	$125.-	12	$35.-	$ 35.-	12	$140.-	
Weed Control*	30	$120.-	$ 70.-	$ 70.-	24	$35.-	$ 15.-	24	$20.-	
Litter/Leaf Control	30	$250.-	$ 250.-	$ 100	24	$ 35.-	$ 15.-	24	$20.-	
Palm and Hardwood Trimming*	12	$200.-	$ 150.-	$ 85.-	12	$35.-	$ 25.-	12	$25.-	
Irrigation System Management		$120.-	$ 120.-	$ 45.-	N/A		N/A		N/A	
Total Annual Cost Per Facility		$82,860.-	$71,940.-	$18,660.-		$5,040.-	$3,120.-		$5,460.-	

*Cost per Frequency

Total Annual Cost All Facilities $187,080.-

FACILITIES	CORAL REEF PARK	PALMETTO BAY	LUDOVICI	PERRINE WAYSIDE	THE WOODS
OPTIONAL BID ITEMS					
TOP DRESSING (Cost per Frequency)	Field 1 $2,200.— Field 2 $2,100.— Field 3 $2,000.— Field 4 $2,000.—	Field 1 $1,800.— Field 2 $1,800.— Field 3 $1,800.— Field 4 $1,800.— Field 5 $1,800.— Field 6 $1,800.— Open Field $1,800.—	N/A	N/A	N/A
AERIFICATION (Cost per frequency)	Field 1 $350.— Field 2 $350.— Field 3 $350.— Field 4 $350.—	Field 1 $350.— Field 2 $350.— Field 3 $350.— Field 4 $350.— Field 5 $350.— Field 6 $350.— Open Field $350.—	N/A	N/A	N/A
STUMP GRINDING	$6.— per inch of tree diameter				
Mowing of Athletic Fields (Bermuda Grass) (Cost per frequency)	Field 1 $200.— Field 2 $200.— Field 3 $200.— Field 4 $200.—	Field 1 $200.— Field 2 $200.— Field 3 $200.— Field 4 $200.— Field 5 $200.— Field 6 $200.— Open Field $250.—	N/A	N/A	N/A
Emergency Post-Storm Debris Clean-Up/Removal	Hourly Rate Crew Member: $55.— Supervisor: $65.— Equipment: $150.— Vehicles: $100.— (attach itemized list as necessary)				

Company Name: The Green Experts Landscaping LLC	**Phone Number:** 954-625-2725
Mailing Address: 4121 SW 47th AVE Suite 1335 Davie, FL 33314	**Fax Number:** N/A
Bid Contact Person:	**F.E.I.D Number:**
Title:	**Email Address:** admin@thegreenexperts.com

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: _____
Name: Robert Montesino
Title: President
Company: The Green Experts Landscaping, LLC
Date: 3/30/2026

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.)

The Green Experts Landscaping, LLC

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

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

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

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.

4121 SW 47th AVE STE 1335

Requester's name and address (optional)

6 City, state, and ZIP code

Davie, FL 33314

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	7	–	1	9	5	5	7	5	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** | **Date** 4.23.2025

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

Client#: 2227508 705CONSTHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rebecca Streetman	
McGriff, a MMA LLC Company 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: Rebecca.Streetman@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FCCI Insurance Company	10178
INSURED The Green Experts Landscaping, LLC 4121 SW 47th Ave, Ste 1335 Davie, FL 33314	INSURER B : National Trust Insurance Company	20141
	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 INSR	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] PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X	X	CPP10008200603	01/06/2026	01/06/2027	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CA10009794401	01/06/2026	01/06/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10000	X	X	UMB10008202503	01/06/2026	01/06/2027	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC010009988400	12/29/2025	12/29/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Contractors Equip			CPP10008200603	01/06/2026	01/06/2027	$500,000 Leased/Rented $1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AVP

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/24/2026

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A	N/A	N/A	N/A

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: The Green Experts Landscaping, 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: LANDSCAPING SERVICES – PLANT/TREE INSTALLS, SOD, TREE REMOVALS, LANDSCAPE DESIGN AND MAINTENANCE.

Initial Value of Contract: MULTIPLE JOBS Final Value of Contract: 30,000 +
Length of Contract: NO CONTRACT INDIVIDUAL JOBS
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:
JOHN ALEXANDER IS EXCELLENT GOOD SERVICE HAVE USED GREEN EXPERTS MANY YEARS AFS

Comments:

Name of Public Entity/Company: CITY OF PARKLAND
Name of Individual completing this form: ANTHONY F. SCERBO
Signature: [signature] Title: PUBLIC WORKS SUPERINTENDENT
Telephone: 954-757-4187 Email: ASCERBO@CITYOFPARKLAND.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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: The Green Experts Landscaping, 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: Ongoing monthly landscaping. for the community

Initial Value of Contract: Currently 12,200/month Final Value of Contract: _____

Length of Contract: Ongoing

Would you enter into a contract with the Company in the future? Y Yes _____ No

Were the services provided acceptable and of quality standards: Y Yes _____ No

Was the Company responsive to your requests and resourceful with the task? Y Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

Y Yes _____ No

If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

Steve the supervisor is always on top of any requests I may have. He consistly takes me around the community keeping me informed of the maintenance He is very knowledgeable

Name of Public Entity/Company: Mapleridge POA

Name of Individual completing this form: Jen Zeigler, LCAM

Signature: _____ Title: LCAM Property manager

Telephone: 754-400 9350 Email: Office@mapleridgehoa.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: The Green Experts Landscaping, 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: Irrigation and Arborest Contracted Work at Several Accounts

Initial Value of Contract: 50 K Final Value of Contract: 70 K

Length of Contract: 1 year

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Timely and Professional Services rendered at all Times.

Name of Public Entity/Company: ABM

Name of Individual completing this form: Angel Vivet / Regional Director of Operations

Signature: ____ Title: ____

Telephone: 954 892 2218 Email: angel.vivet@abm.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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/24/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Robert Montesino being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: The Green Experts Landscaping, 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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

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 30 day of March, 2026, by Robert Montesino He/She was __X__ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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 Robert Montesino - President

For The Green Experts Landscaping

Whose business address is: 4121 SW 47th Ave Davie, FL 33314 suite 1335

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1955750

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 30 day of March, 2026 by Robert Montesino He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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: Robert Montesino - President
(print individual's name and title)

for: The Green Experts Landscaping, LLC
(print name of entity submitting sworn statement)

whose business address is: 4121 SW 47th Ave suite 1335 Davie, Fl 33314

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1955750

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

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 30 day of March, 2026, by Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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, Robert Montesino 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:

87-1955750

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

The Green Experts Landscaping, LLC

Name of Entity, Individual, Partners or Corporation

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

4121 SW 47th Ave, suite 1335 Davie, Florid 33314

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

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 30 day of March, 2026, by Robert Montesino He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We The Green Experts Landscaping, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 30 day of March, 2026, by Robert Montesino He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
NOTARY PUBLIC, STATE OF FLORIDA

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 _____ _____ 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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 30 day of March, 2026, by Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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.

N/A

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/30/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

I, Robert Montesino (the individual attesting below), being duly authorized by and on behalf of The Green Experts Landscaping 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 30 day of March, 2026.

Signature of Affiant

Print or Type Name: Robert Montesino

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 30 day of March, 2026, by Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 30th day of March, 2026.
My Commission Expires: 6/22/2026

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

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.

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: Robert Montesino

Title: President

Signature: _____ Date: 3/30/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: The Green Experts Landscaping, LLC ("**Company**")
Vendor FEIN: 87-1955750
Address: 4121 SW 47th Ave suite 1335
City: Davie State: Florida Zip: 33314
Phone number: 954-625-2725 Email Address: admin@thegreenexperts.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: Robert Montesino
Title: President
Signature:
Date: 3/30/2026

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

   Robert Montesino
   President
   (print individual's name and title)

   For: The Green Experts Landscaping, LLC
   (print name of programming entity/vendor/organization submitting sworn statement)

   Whose business address is 4121 SW 47th Ave suite 1335
   Davie, Fl 33314

   And its Federal Employer Identification Number (FEIN) is

   87-1955750

   If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Robert Montesino-President, am duly authorized to make this sworn statement
   (Print individuals name and title)

   On behalf of:

   The Green Experts Landscaping, LLC.
   (Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that The Green Experts Landscaping, LLC has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Robert Montesino (Print Name) _____ (Signature) 3/30/2026 Date

Sworn to and subscribed before me this 30 day of March, 2026.

☒ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____.
Notary Public – State of Florida

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

My commission expires 6/22/26; _____.
(Print or stamped commissioned name of notary public.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

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

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(3) is a sexual offender or a sexual predator; or

(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an ~~existing~~ park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest:
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	~~YES~~
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 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 THE GREEN EXPERTS LANDSCAPING, LLC. FOR LANDSCAPE MAINTENANCE THROUGHOUT THE VILLAGE OWNED PROPERTIES, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THE DIFFERENT DEPARTMENTS TO SERVICE THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - PS and Code Landscaping.doc
Reso - PS and Code Landscaping.docx
Exhibit A - Recommendation - ITB# 2026-11-006.pdf
Exhibit B - Tabulation and Bid Sheets - ITB# 2026-11-006.pdf
Exhibit C - ITB# 2026-11-006 - PS and Code Landscaping.pdf

Exhibit D - Bid - A Perfect Edge.pdf
Exhibit E - Bid - ABS.pdf
Exhibit F - Bid - Arazoza.pdf
Exhibit G - Bid - Brightview.pdf
Exhibit H - Bid - Crodon.pdf
Exhibit I - Bid - E. Rodriguez.pdf
Exhibit J - Bid - Rock & Rose.pdf
Exhbit K - Bid - SLLS.pdf
Exhibit L - Bid - The Green Experts.pdf

To: Honorable Mayor and Village Council

Date: April 21, 2026

From: Nick Marano, Village Manager

Re: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THE GREEN EXPERTS LANDSCAPING, LLC. FOR LANDSCAPE MAINTENANCE THROUGHOUT THE VILLAGE OWNED PROPERTIES, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THE DIFFERENT DEPARTMENTS TO SERVICE THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is seeking a qualified Company for landscape maintenance throughout the Village owned properties. The Village published an ITB# 2026-11-006 for the "Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)" on March 16th, 2026, and received a total of nine (9) bids. The Green Experts Landscaping, LLC., was the lowest responsive, responsible Bidder.

FISCAL IMPACT:

Public Services will pay out of their annual budget for the maintenance and lawn care services they require. Code Compliance with the Abandoned Property Program will fund this service by collecting the liens put on the abandoned properties.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-11-006
D. Bid – A Perfect Edge, Inc.
E. Bid – Able Business Services, Inc.
F. Bid – Arazoza Brothers Corporation
G. Bid – Brightview Landscaping Services, Inc.
H. Bid – Crodon, Inc.

I. Bid – E. Rodriguez Landscaping, Inc.
J. Bid – Rock & Rose Lawn Care, LLC.
K. Bid – Superior Landscaping & Lawn Service, Inc.
L. Bid – The Green Experts Landscaping, 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 THE GREEN EXPERTS LANDSCAPING, LLC. FOR LANDSCAPE MAINTENANCE THROUGHOUT THE VILLAGE OWNED PROPERTIES, PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY ON AN AS NEEDED BASIS FOR THE DIFFERENT DEPARTMENTS TO SERVICE THEIR LANDSCAPING NEEDS BASED ON THE DEPARTMENTAL ANNUAL BUDGETS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village published an ITB# 2026-11-006 ("ITB") for the "Village-Wide Landscaping and Maintenance (Public Services and Code Compliance" on March 16th, 2026; and

WHEREAS, the Village received a total of nine (9) bids on April 2nd, 2026; and

WHEREAS, The Green Experts Landscaping, LLC., 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 The Green Experts Landscaping, LLC. pursuant to ITB# 2026-11-006, entitled "Village-Wide Landscaping and Maintenance (Public Services and Code Compliance" ("Project") is hereby approved. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with The Green Experts Landscaping, LLC. for three (3) years with an

option to renew for an additional year not to exceed five (5) consecutive years at the sole discretion of the Village.

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 4th day of May 2026.

Attest:

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

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

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 04/13/2026

ITB#: 2026-11-006	**Item/Service:** Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of nine (9) bids received, A Perfect Edge, Inc., Able Business Services, Inc., Arazoza Brothers Corporation, Brightview Landscaping Services, Inc., Crodon, Inc., E. Rodriguez Landscaping, Inc., Rock & Rose Lawn Care, LLC., Superior Landscaping & Lawn Service, Inc., and The Green Experts Landscaping, LLC.

II. Recommendation:

a. Which bid is being recommended? **The Green Experts Landscaping, LLC.**

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

c. Is the recommendation the lowest bid received?
Yes __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 May 4th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

4/16/26

Nick Marano, Village Manager

	A Perfect Edge, Inc.	Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
Locations	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**
Exhibit A - Common Areas	5	6	7	1	N/A	3	N/A	4	2
Exhibit B - Lot Maintenance and Abandoned Property Program	7	2	6	3	N/A	5	N/A	4	1
Exhibit C - Other Landscape Services	5	7	6	3	N/A	2	N/A	4	1
TOTAL	17	15	19	7	N/A	10	N/A	12	4
RANK	6	5	7	2	N/A	3	N/A	4	1
					*Non-responsive		*Non-responsive		

	A Perfect Edge, Inc.	Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
Locations	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**	**Price**
Village Hall: 9705 E. Hibiscus Street	$ 2,167.00	$ 1,000.00	$ 2,500.00	$ 783.55	$ 1,200.00	$ 950.00	$ 1,018.00	$ 1,434.00	$ 1,256.00
Public Services: 9495 SW 180th Street	$ 550.00	$ 1,000.00	$ 875.00	$ 118.33	$ 300.00	$ 300.00	$ 325.00	$ 915.00	$ 205.00
Franjo Road SW 97th Avenue - From 184th Street north to US1									
Mowing	$ 300.00	$ 3,000.00	$ 1,000.00	$ 173.71		$ 400.00		$ 808.00	$ 190.00
Shrubs	$ 765.00	$ 1,000.00	$ 300.00	$ 700.00		$ 1,200.00		$ 704.00	$ 190.00
Weed Control	$ 200.00	$ 1,000.00	$ 158.00	$ 109.08		$ 400.00		$ 51.00	$ 60.00
Total Services Per Month	**$ 2,167.00**	**$ 5,000.00**	**$ 1,458.00**	**$ 1,185.45**	**$ 1,119.00**	**$ 2,000.00**	**$ 1,083.00**	**$ 1,563.00**	**$ 731.66**
US1 Medians & applicable ROWs: 136th Street to 184th Street									
Mowing	$ 1,350.00	$ 3,000.00	$ 4,000.00	$ 606.79		$ 2,000.00		$ 2,692.00	$ 1,005.00
Shrubs	$ 2,676.00	$ 1,000.00	$ 1,750.00	$ 2,427.22		$ 3,000.00		$ 1,760.00	$ 3,000.00
Weed Control	$ 400.00	$ 1,000.00	$ 1,000.00	$ 357.75		$ 1,000.00		$ 103.00	$ 115.00
Total Services Per Month	**$ 7,500.00**	**$ 5,000.00**	**$ 6,750.00**	**$ 4,099.68**	**$ 350.00**	**$ 6,000.00**	**$ 225.00**	**$ 4,555.00**	**$ 5,426.66**
Old Cutler Road & SW 184th Street	$ 75.83	$ 3,000.00	$ 5,000.00	$ 66.88	$ 900.00	$ 100.00	$ 75.00	$ 650.00	$ 36.83
SW 174th Street Chicanes	$ 162.50	$ 3,000.00	$ 4,000.00	$ 84.16	$ 280.00	$ 200.00	$ 225.00	$ 250.00	$ 36.83
SW 184th Street Between 94th Avenue & 84th Court	$ 1,416.67	$ 3,000.00	$ 20,800.00	$ 900.59	$ 1,800.00	$ 1,500.00	$ 1,725.00	$ 1,650.00	$ 112.67
SW 82nd Avenue & 160th Street Traffic Circle	$ 325.00	$ 3,000.00	$ 5,500.00	$ 227.55	$ 150.00	$ 300.00	$ 75.00	$ 340.00	$ 36.83
SW 82nd Avenue & 168th Street Traffic Circle	$ 216.67	$ 3,000.00	$ 5,500.00	$ 113.78	$ 120.00	$ 300.00	$ 75.00	$ 340.00	$ 36.83
SW 87th Avenue & 168th Street Traffic Circle	$ 379.17	$ 3,000.00	$ 5,500.00	$ 227.55	$ 120.00	$ 300.00	$ 75.00	$ 340.00	$ 36.83
BID TOTAL (per month)	**$ 14,959.84**	**$ 30,000.00**	**$ 57,883.00**	**$ 7,807.52**	**$ 6,339.00**	**$ 11,950.00**	**$ 4,901.00**	**$ 12,037.00**	**$ 7,916.15**
RANK	5	6	7	1	N/A	3	N/A	4	2
			*Bid Total equals to $57,883.00 not $185,300.00.		*Used VOIDED Bid Sheets		*Used VOIDED Bid Sheets		

Locations	Unit	A Perfect Edge, Inc.	Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
		Price	Price	Price	Price	Price	Price	Price	Price	Price
Residential Mowing	Flat Rate	$ 68.00	$ 100.00	$ 250.00	$ 55.00	$ 55.00	$ 45.00	$ 50.00	$ 55.00	$ 45.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 25.00	$ 30.00	$ 250.00	$ 40.00	$ 67.00	$ 10.00	$ 25.00	$ 75.00	$ 35.00
Pool Covering	Standard Size 15' X 30'	$ 1,600.00	$ 500.00	$ 650.00	$ 950.00	$ 490.00	$ 1,200.00	$ 500.00	$ 900.00	$ 550.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 3,500.00	$ 650.00	$ 950.00	$ 1,200.00	$ 1,800.00	$ 1,300.00	$ 800.00	$ 1,200.00	$ 550.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 85.00	$ 125.00	$ 1,950.00	$ 60.00	$ 70.00	$ 50.00	$ 170.00	$ 75.00	$ 110.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 25.00	$ 50.00	$ 250.00	$ 30.00	$ 40.00	$ 10.00	$ 25.00	$ 125.00	$ 35.00
BID TOTAL		**$ 5,303.00**	**$ 1,455.00**	**$ 4,300.00**	**$ 2,335.00**	**$ 2,522.00**	**$ 2,615.00**	**$ 1,570.00**	**$ 2,430.00**	**$ 1,325.00**
RANK		**7**	**2**	**6**	**3**	**N/A**	**5**	**N/A**	**4**	**1**
						*Used VOIDED Bid Sheets		*Used VOIDED Bid Sheets		

Locations	Unit	A Perfect Edge, Inc.	Able Business Services, Inc.	Arazoza Brothers Corporation	Brightview Landscaping Services, Inc.	Crodon, Inc.	E. Rodriguez Landscaping, Inc.	Rock & Rose Lawn Care, LLC.	Superior Landscaping & Lawn Service, Inc.	The Green Experts Landscaping, LLC.
		Price	Price	Price	Price	Price	Price	Price	Price	Price
Tree Installation (Installation and Bracing Only) Forty-Five (45) gallon Potted or Burlapped tree		$ 275.00	$ 650.00	$ 185.00	$ 180.00		$ 200.00		$ 250.00	$ 125.00
Shrubs and Ground Cover (Installation only)										
One (1) gallon potted plant		$ 3.00	$ 15.00	$ 6.00	$ 4.00		$ 1.00		$ 4.00	$ 1.00
Three (3) gallon potted plant		$ 6.00	$ 45.00	$ 10.00	$ 9.00		$ 4.50		$ 8.00	$ 1.00
Seven (7) gallon potted plant		$ 12.00	$ 60.00	$ 15.00	$ 16.00		$ 8.50		$ 24.00	$ 3.00
MULCH (includes product and installation)										
Organic Playground Mulch (1/2 inch- 3/4 inch dia.)	per cubic yard	$ 113.00	$ 135.00	$ 75.00	$ 80.00	$ 85.00	$ 55.00	$ 75.00	$ 75.00	$ 55.00
Mini Pine Bark Mulch (1/2 inch- 1 inch dia.)	per cubic yard	$ 115.00	$ 140.00	$ 75.00	$ 85.00	$ 120.00	$ 90.00	$ 210.00	$ 66.00	$ 45.00
Regular Pine Bark Mulch (1 inch- 2.5 inch dia.)	per cubic yard	$ 115.00	$ 145.00	$ 75.00	$ 85.00	$ 120.00	$ 90.00	$ 168.00	$ 75.00	$ 65.00
Colored, Shredded Mulch (1/2 inch- 1 inch dia.)	per cubic yard	$ 88.00	$ 150.00	$ 75.00	$ 70.00	$ 64.00	$ 45.00	$ 75.00	$ 55.00	$ 45.00
Stump-Grinding	per inch diameter	$ 17.00	$ 15.00	$ 350.00	$ 4.00	$ 24.00	$ 14.50	$ 25.00	$ 22.50	$ 6.00
Tree Removal:										
Oak Tree (cost per feet – height)		$ 50.00	$ 24.00	$ 75.00	$ 30.00	$ 47.00	$ 30.00	$ 8.00	$ 55.00	$ 8.50
Pine Tree (cost per feet – height)		$ 50.00	$ 24.00	$ 75.00	$ 30.00	$ 47.00	$ 30.00	$ 12.00	$ 55.00	$ 8.50
Palm Tree (cost per feet – height)		$ 15.00	$ 14.00	$ 55.00	$ 20.00	$ 45.00	$ 15.00	$ 7.00	$ 35.00	$ 6.50
BID TOTAL		**$ 859.00**	**$ 1,417.00**	**$ 1,071.00**	**$ 613.00**	**$ 552.00**	**$ 583.50**	**$ 580.00**	**$ 724.50**	**$ 369.50**
RANK		**5**	**7**	**6**	**3**	**N/A**	**2**	**N/A**	**4**	**1**
						*Used VOIDED Bid Sheets		*Used VOIDED Bid Sheets		

A Perfect Edge, Inc.

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 2,167.00 Per month
Public Services: 9495 SW 180th Street	$ 550.00 per month
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 300.00 (per service at 26 services)
Shrubs	$ 765.00 (per service at 17 services)
Weed Control	$ 200.00 (per service at 26 services)
Total Services Per Month	$ 2,167.00 per month
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 1,350.00 (per service at 26 services)
Shrubs	$ 2,676.00 (per service at 17 services)
Weed Control	$ 400.00 (per service at 26 services)
Total Services Per Month	$ 7,500.00 per month
Old Cutler Road & SW 184th Street	$ 35.00 per service
SW 174th Street Chicanes	$ 75.00 per service
SW 184th Street Between 94th Avenue & 84th Court	$ 1,000.00 per service (17 services)
SW 82nd Avenue & 160th Street Traffic Circle	$ 150.00 per service
SW 82nd Avenue & 168th Street Traffic Circle	$ 100.00 per service
SW 87th Avenue & 168th Street Traffic Circle	$ 175.00 per service

BID TOTAL.....$ 13,919.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Kevin O'steen, VP

Name: (Please Print)

Kevin O'Steen VP 04/01/2026

Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 68.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 25.00
Pool Covering	Standard size 15' X 30'	$ 1,600.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 3,500.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 85.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 25.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Kevin O'steen

Name: (Please Print)

Kevin O'Steen | VP | 04/02/2026

Signature: | Title: | Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)
Forty-Five (45) gallon Potted or Burlapped tree **$** 275.00

Shrubs and Ground Cover (Installation only)

One (1) gallon potted plant	**$** 3.00
Three (3) gallon potted plant	**$** 6.00
Seven (7) gallon potted plant	**$** 12.00

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	**$** 113.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	**$** 115.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	**$** 115.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	**$** 88.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter **$** 17.00

Tree Removal:

Oak Tree (cost per feet – height)	**$** 50.00
Pine Tree (cost per feet – height)	**$** 50.00
Palm Tree (cost per feet – height)	**$** 15.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Kevin O'steen
Name: (Please Print)

Kevin O'Steen VP 04/02/2026
Signature: Title: Date:

Able Business Services, Inc.

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1000.00
Public Services: 9495 SW 180th Street	$ 1000.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 3000.00
Shrubs	$ 1000.00
Weed Control	$ 1000.00
Total Services Per Month	$ 5 1.00
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 3000.00
Shrubs	$ 1000.00
Weed Control	$ 1000.00
Total Services Per Month	$ 5000.00
Old Cutler Road & SW 184th Street	$ 3000.00
SW 174th Street Chicanes	$ 3000.00
SW 184th Street Between 94th Avenue & 84th Court	$ 3000.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 3000.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 3000.00
SW 87th Avenue & 168th Street Traffic Circle	$ 3000.00
BID TOTAL	$ 30,000.00 monthly

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

William Berry
Name: (Please Print)

William Berry, CEO — 3/1/26
Signature: / Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ ~~1000.00~~ $1,000.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 30.00
Pool Covering	Standard size 15' X 30'	$ 300.00 – $500.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ ~~650~~ 650.00 – 650.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 125.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 50.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

William Berry
Name: (Please Print)

William Berry CEO 8/1/26
Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)
Forty-Five (45) gallon Potted or Burlapped tree $ 650.00

Shrubs and Ground Cover (Installation only)
One (1) gallon potted plant $ 15.00
Three (3) gallon potted plant $ 45.00
Seven (7) gallon potted plant $ 60.00
MULCH (includes product and installation)
Organic Playground Mulch (1/2 inch- 3/4inch dia.) per cubic yard $ 135.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.) per cubic yard $ 130.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.) per cubic yard $ 125.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.) per cubic yard $ 150.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 15.00

Tree Removal:

Oak Tree (cost per feet – height) $ 24.00
Pine Tree (cost per feet – height) $ 24.00
Palm Tree (cost per feet – height) $ 14.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

William Berry
Name: (Please Print)

William Berry CEO 4/1/26
Signature: Title: Date:

Arazoza Brothers Corporation

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 2,500.00
Public Services: 9495 SW 180th Street	$ 875.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 1,000.00
Shrubs	$ 300.00
Weed Control	$ 158.00
Total Services Per Month	$ 1,458.00
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 4,000.00
Shrubs	$ 1,750.00
Weed Control	$ 1,000.00
Total Services Per Month	$ 6,750.00
Old Cutler Road & SW 184th Street	$ 5,000.00
SW 174th Street Chicanes	$ 4,000.00
SW 184th Street Between 94th Avenue & 84th Court	$ 20,800.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 5,500.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 5,500.00
SW 87th Avenue & 168th Street Traffic Circle	$ 5,500.00
BID TOTAL.....	$ 185,300.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Alberto Arazoza - Arazoza Brothers Corporation
Name: (Please Print)

Signature: _____ Title: President Date: 04/02/2026

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$250.00
Residential – Debris Collection and Disposal	Cubic Yard	$250.00
Pool Covering	Standard size 15' X 30'	$650.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$950.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$1,950.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$250.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Alberto Arazoza - Arazoza Brothers Corporation

Name: (Please Print)

Signature:	Title:	Date:
	President	04/02/2026

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)		
Forty-Five (45) gallon Potted or Burlapped tree		$185.00
Shrubs and Ground Cover (Installation only)		
One (1) gallon potted plant		$6.00
Three (3) gallon potted plant		$10.00
Seven (7) gallon potted plant		$15.00
MULCH (includes product and installation)		
Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$75.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$75.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$75.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$75.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $350.00

Tree Removal:

Oak Tree (cost per feet – height)	$75.00
Pine Tree (cost per feet – height)	$75.00
Palm Tree (cost per feet – height)	$55.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Alberto Arazoza - Arazoza Brothers Corporation

Name: (Please Print)

Signature: President Title: 04/02/2026 Date:

Brightview Landscaping Services, Inc.

EXHIBIT "A"

Common Areas - Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:		**Per Month**
Village Hall: 9705 E. Hibiscus Street	$	783.55
Public Services: 9495 SW 180th Street	$	118.33
Franjo Road SW 97th Avenue - From 184th Street north to US1		**Pricing Per Service**
Mowing	$	173.71
Shrubs	$	700
Weed Control	$	109.08
Total Services Per Month	$	1,185.45
US1 Medians & applicable ROWs: 136th Street to 184th Street		**Pricing Per Service**
Mowing	$	606.79
Shrubs	$	2,427.22
Weed Control	$	357.75
Total Services Per Month	$	4,099.68
Old Cutler Road & SW 184th Street	$	66.88
SW 174th Street Chicanes	$	84.16
SW 184th Street Between 94th Avenue & 84th Court	$	900.59
SW 82nd Avenue & 160th Street Traffic Circle	$	227.55
SW 82nd Avenue & 168th Street Traffic Circle	$	113.78
SW 87th Avenue & 168th Street Traffic Circle	$	227.55
BID TOTAL.....	$	$7,807.52/month , $93,690.24/year

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Charles Gonzalez
Name: (Please Print)

[signature] VPGM 4/1/26
Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 55
Residential – Debris Collection and Disposal	Cubic Yard	$ 40
Pool Covering	Standard size 15' X 30'	$ 950
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1200
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 60
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 30

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Charles Gonzalez
Name: (Please Print)

Signature: VPGM Title: 4/1/26 Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)		
Forty-Five (45) gallon Potted or Burlapped tree		$ 180
Shrubs and Ground Cover (Installation only)		
One (1) gallon potted plant		$ 4
Three (3) gallon potted plant		$ 9
Seven (7) gallon potted plant		$ 16
MULCH (includes product and installation)		
Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 80
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 85
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 85
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 70

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 4

Tree Removal:

Oak Tree (cost per feet – height)	$ 30
Pine Tree (cost per feet – height)	$ 30
Palm Tree (cost per feet – height)	$ 20

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Charles_Gonzalez
Name: (Please Print)

Signature: VPGM Title: 4/1/26 Date:

Crodon, Inc.

EXHIBIT "A"

(Common Areas)

Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. **TWENTY-SIX (26) CUTS PER YEAR FOR TWELVE (12) MONTHS PER LOCATION AS SHOWN IN SCHEDULE.**
2. **ALL PERSONNEL, MACHINERY TOOLS AND PRODUCT IN ORDER TO ACCOMPLISH THE TASK.**
3. **MOT PLAN IN PLACE.**

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1200.00
Public Services: 9495 SW 180th Street	$ 300.00
Franjo Road SW 97th Avenue	$ 1119.00
US1 Medians: 136th Street thru to 184th Street	$ 350.00
Old Cutler Road & SW 184th Street	$ 900.00
SW 174th Street Chicanes	$ 280.00
SW 184th Street Between 94th Avenue & 84th Court	$ 1800.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 150.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 120.00
SW 87th Avenue & 168th Street Traffic Circle	$ 120.00
BID TOTAL.....	$ 6379.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Rodrigo Crooke

Name: (Please Print)

Rodrigo Crooke — 3.30.26

Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 55.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 67.00
Pool Covering	Standard size 15' X 30'	$ 490.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1800.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 70.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 40.00
Temporary Chain-link Fence	Linear Feet	$ 20.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Rodgers Crowder

Name: (Please Print)

Rodgers Crowder — Pres — 3-30-26

Signature: Title: Date:

EXHIBIT "C"

Other Landscape Services

ADDITIONAL BID ITEMS:

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 85.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 120.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 120.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 64.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 24.00

Tree Removal:

Oak Tree (cost per feet – height)	$ 47.00
Pine Tree (cost per feet – height)	$ 47.00
Palm Tree (cost per feet – height)	$ 45

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Rodger Crook

Name: (Please Print)

Rodger Crook PRES 3-30-26

Signature: Title: Date:

E. Rodriguez, Inc.

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 950.00
Public Services: 9495 SW 180th Street	$ 300.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 200.00 PER SERVICE
Shrubs	$ 600.00 PER SERVICE
Weed Control	$ 200.00 PER SERVICE
Total Services Per Month	$ 2,000.00
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 1,000.00 PER SERVICE
Shrubs	$ 1,500.00 PER SERVICE
Weed Control	$ 500.00 PER SERVICE
Total Services Per Month	$ 6,000.00
Old Cutler Road & SW 184th Street	$ 50.00 PER SERVICE
SW 174th Street Chicanes	$ 100 PER SERVICE
SW 184th Street Between 94th Avenue & 84th Court	$ 750.00 PER SERVICE
SW 82nd Avenue & 160th Street Traffic Circle	$ 150.00 PER SERCICE
SW 82nd Avenue & 168th Street Traffic Circle	$ 150.00 PER SERVICE
SW 87th Avenue & 168th Street Traffic Circle	$ 150.000 PER SERVICE
BID TOTAL	$ 11,950.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Esteban Rodriguez
Name: (Please Print)

Esteban Rodriguez — Owner — 03/06/2026
Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 45.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 10.00
Pool Covering	Standard size 15' X 30'	$ 1,200.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1,300.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 50.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 10.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Esteban Rodriguez
Name: (Please Print)

Esteban Rodriguez — Owner — 03/06/2026
Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)
Forty-Five (45) gallon Potted or Burlapped tree $ 200.00

Shrubs and Ground Cover (Installation only)
One (1) gallon potted plant $ 1.00
Three (3) gallon potted plant $ 4.50
Seven (7) gallon potted plant $ 8.50

MULCH (includes product and installation)
Organic Playground Mulch (1/2 inch- 3/4inch dia.) per cubic yard $ 55.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.) per cubic yard $ 90.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.) per cubic yard $ 90.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.) per cubic yard $ 45.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 14.50

Tree Removal:

Oak Tree (cost per feet – height) $ 30.00
Pine Tree (cost per feet – height) $ 30.00
Palm Tree (cost per feet – height) $ 15.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Esteban Rodriguez
Name: (Please Print)

Esteban Rodriguez — Owner — 03/06/2026
Signature: Title: Date:

Rock & Rose Lawn Care, LLC.

EXHIBIT "A"

(Common Areas)

Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. **TWENTY-SIX (26) CUTS PER YEAR FOR TWELVE (12) MONTHS PER LOCATION AS SHOWN IN SCHEDULE.**
2. **ALL PERSONNEL, MACHINERY TOOLS AND PRODUCT IN ORDER TO ACCOMPLISH THE TASK.**
3. **MOT PLAN IN PLACE.**

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1,018.00
Public Services: 9495 SW 180th Street	$ 325.00
Franjo Road SW 97th Avenue	$ 1,083.00
US1 Medians: 136th Street thru to 184th Street	$ 225.00
Old Cutler Road & SW 184th Street	$ 75.00
SW 174th Street Chicanes	$ 225.00
SW 184th Street Between 94th Avenue & 84th Court	$ 1,725.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 75.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 75.00
SW 87th Avenue & 168th Street Traffic Circle	$ 75.00
BID TOTAL..... 4,961 (12)	$ 58,812.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

SIUL DELGADO
Name: (Please Print)

Signature: C.O.O. Title: 04/02/2026 Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 50
Residential – Debris Collection and Disposal	Cubic Yard	$ 25
Pool Covering	Standard size 15' X 30'	$ 500
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 800
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 170/acre
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 25
Temporary Chain-link Fence	Linear Feet	$ 25

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

SIUL DELGADO
Name: (Please Print)

Signature: C.O.O. Title: 04/02/2026 Date:

EXHIBIT "C"

Other Landscape Services

ADDITIONAL BID ITEMS:

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 75
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 210
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 168
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 75

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 25

Tree Removal:

Oak Tree (cost per feet – height)	$ 8
Pine Tree (cost per feet – height)	$ 12
Palm Tree (cost per feet – height)	$ 7

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

SIUL. J. DELGADO
Name: (Please Print)

Signature: | C.O.O. Title: | 04/02/2026 Date:

Superior Landscaping & Lawn Services, Inc.

EXHIBIT "A"

Common Areas - Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	Per Month
Village Hall: 9705 E. Hibiscus Street	$ 1,434.00
Public Services: 9495 SW 180th Street	$ 915.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 808.00
Shrubs	$ 704.00
Weed Control	$ 51.00
Total Services Per Month	$ 1,563.00
US1 Medians & applicable ROWs: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 2,692.00
Shrubs	$ 1,760.00
Weed Control	$ 103.00
Total Services Per Month	$ 4,555.00
Old Cutler Road & SW 184th Street	$ 650.00
SW 174th Street Chicanes	$ 250.00
SW 184th Street Between 94th Avenue & 84th Court	$ 1,650.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 340.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 340.00
SW 87th Avenue & 168th Street Traffic Circle	$ 340.00
BID TOTAL.....	$ 12,037.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Jesenia Otero

Name: (Please Print)

Jesenia Otero — Estimating Coordinator — 3/27/2026

Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 55.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 75.00
Pool Covering	Standard size 15' X 30'	$ 900.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1,200.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 75.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 125.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Jesenia Otero

Name: (Please Print)

Jesenia Otero — Estimating Coordinator — 3/27/2026

Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)

Forty-Five (45) gallon Potted or Burlapped tree	$ 250.00

Shrubs and Ground Cover (Installation only)

One (1) gallon potted plant	$ 4.00
Three (3) gallon potted plant	$ 8.00
Seven (7) gallon potted plant	$ 24.00

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 75.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 66.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 75.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 55.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter	$ 22.50

Tree Removal:

Oak Tree (cost per feet – height)	$ 55.00
Pine Tree (cost per feet – height)	$ 55.00
Palm Tree (cost per feet – height)	$ 35.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Jesenia Otero

Name: (Please Print)

Jesenia Otero — Estimating Coordinator — 3/27/2026

Signature: Title: Date:

The Green Experts Landscaping, LLC.

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1,256.-
Public Services: 9495 SW 180th Street	$ 205.-
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 190.-
Shrubs	$ 190.-
Weed Control	$ 60.-
Total Services Per Month	$ 731.66
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 1005.
Shrubs	$ 3000.-
Weed Control	$ 115.
Total Services Per Month	$ 5,426.66
Old Cutler Road & SW 184th Street	$ 17.-
SW 174th Street Chicanes	$ 17.-
SW 184th Street Between 94th Avenue & 84th Court	$ 52.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 17.-
SW 82nd Avenue & 168th Street Traffic Circle	$ 17.-
SW 87th Avenue & 168th Street Traffic Circle	$ 17.-
BID TOTAL.....	$ 94,993.84

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Robert Montesino
Name: (Please Print)

Signature: President Title: 3/30/2026 Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 45.-
Residential – Debris Collection and Disposal	Cubic Yard	$ 35.-
Pool Covering	Standard size 15' X 30'	$ 550.-
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 550.-
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 110.-
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 35.-

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Robert Montesino
Name: (Please Print)

Signature: President
Title: 3/30/2026
Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)
Forty-Five (45) gallon Potted or Burlapped tree $ 125.-

Shrubs and Ground Cover (Installation only)

One (1) gallon potted plant	$ 1.-
Three (3) gallon potted plant	$ 1.-
Seven (7) gallon potted plant	$ 3.-

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 55.-
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 45.-
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 65.-
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 45.-

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 6.-

Tree Removal:

Oak Tree (cost per feet – height)	$ 8.50
Pine Tree (cost per feet – height)	$ 8.50
Palm Tree (cost per feet – height)	$ 6.50

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Robert Montesino
Name: (Please Print)

Signature: President Title: 3/30/2026 Date:

Invitation to Bid

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

TITLE:

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

ITB NO.:

2026-11-006

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Monday, March 16th, 2026

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT 3

SECTION 2.0 INTRODUCTION 4

SECTION 3.0 TERMS AND CONDITIONS 5 - 13

SECTION 4.0 SCOPES OF SERVICES 14 – 20

SECTION 5.0 BID SUBMISSION REQUIREMENTS 21

SECTION 6.0 EVALUATION AND SELECTION CRITERIA 22

SECTION 7.0 SCHEDULES OF EVENTS 23 - 24

SECTION 8.0 REQUIRED BID SUBMITTAL FORMS 25 - 45

SECTION 9.0 OTHER FORMS 46 - 47

SECTION 10.0 EXHIBITS 48 - 67

- AGREEMENT 68
- Exhibit “A”: Common Areas 69
- Exhibit “B”: Lot Maintenance and Abandoned Property Program 69
- Exhibit “C”: Other Landscape Services 69
- Exhibit “D”: Ordinance 08-10 Form 69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)
No. 2026-11-006

The Village of Palmetto Bay is seeking bids from a qualified Company for landscape maintenance throughout the Village owned properties. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, April 2nd, 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 "**Village-Wide Landscaping and Maintenance (Public Services and Code Compliance) ITB# 2026-11-006**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

The Village is seeking a licensed landscaping Company to provide landscape maintenance on a schedule basis. These services will include locations for example medians, chicanes, traffic circles and will require the Company to develop an maintenance of traffic (MOT) of his/her own, meeting the requirements specified in the manual of Uniform Traffic Controls. The Village in addition is requesting services for abandoned lot or foreclosed residential homes located within the jurisdiction that need maintenance.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village. The background checks will be conducted by a third-party vendor to the Village, at the cost of the bidder, and provided directly to the Village by the third-party vendor. The bidder shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the bidder. The background checks shall be as to all principals and any employees of bidder to staff the site as proposed under the ITB. Any principle of the bidder determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would preclude from providing services. The employees of the bidder determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the bidder's proposal and may result in a precluding the bidder from providing services, at the discretion of the Village Manager.

Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. Work shall begin no earlier than 7:00 a.m. as per the Village's noise ordinance.

The successful Company will sign a contract with the Village for three (3) years with two (2) one (1) year renewal options not to exceed five (5) consecutive years. These extensions are at the Village's discretion if the Village chooses to do so.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”. This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans, or other materials. A Chute Blocker shall be used on the discharge shoot of mowers in all areas around pedestrians and vehicles. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. All grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

- The cutting height shall be a minimum of two and a half inches (2 ½") to a maximum of three inches (3") above soil level. All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

- Mowing shall be done carefully so as not to damage bark on trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs, or other facilities and/or amenities. Should any of the above listed have damage incurred by the Company, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on any Bermuda grass. All mowing shall be done with finish mowers.

Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed from around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

Edging

- The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting, or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.

- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines. Only environmentally friendly weed control products shall be used, if needed.

Shrub/Hedge Trimming

- All trimmings will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of the Predictive Scheduling as listed below.

- Hedges shall be maintained in a geometric form and may be sheered by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- Special allocations for Palmetto Palms that are located on US1 Bullnoses, across from McDonalds on south end, and across from AT&T on north end. Palms are to be trimmed to reduce overall height to four (4) feet twice (2x) yearly.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces, e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both the Company and Village.

Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Company.

Frequencies

- Bid Forms show the frequency of service. The frequency may change if the Village sees that in needs to increase or decrease the services in certain locations.

Scope of Services- Predictive Scheduling for all sites excluding SW 184th Street Between 94th Avenue & 84th Court

Task	Freq.	Months	Months	Months		Details
		Jan-May	Jun-Jul	Aug-Dec		
Mowing	26	2x month	3x month	2x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-May	Jun-Jul	Aug-Dec		
Weeds	26	2x month	3x month	2x month		Herbicides, mechanical and manual applications

The SW 184th Street Between 94th Avenue & 84th Court site will have the following Predictive Scheduling

Task	Freq.	Months	Months	Months		Details
		Jan-Apr	May-Sep	Oct-Dec		
Mowing	17	1x month	2x month	1x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-Apr	May-Sep	Oct-Dec		
Weeds	17	1x month	2x month	1x month		Herbicides, mechanical and manual applications

This site is partially maintained by Miami-Dade County, they only service the turf grass. If turf has been serviced by MDC just prior to the Company arriving onsite then the Company will have the following options; a) proceed to provide all other services except mowing at that time, then revisit between 10-14 days later, within the same calendar month, to perform the turf mowing only, or b) Reschedule the site visit for 10-14 days later to perform all services. The Company may only bill the Village for services performed during each calendar month.

Documentation of Services

All service dates shall be provided to the Village personnel in direct supervision of the Company a month prior to service visits. All service actions shall be documented by Photo Stamped Pictures with Location and Date embedded in pictures and submitted with monthly invoices. Additional

documentation shall be in the form of a Spreadsheet showing Location Sites with Date of Visits, Services Preformed and Signature of Crew Chief Onsite at the time of visit.

4.02 PROTECTION OF EXISTING STRUCTURES

All existing buildings, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Company unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Company shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials withing the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Company.

4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal approval, delivery of materials may commence.

Material	Submittal
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Herbicide	Product Data

Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of three inches (3”). Clear mulch from each plant’s crown (base). The materials will be an added option to the bid sheets.

1. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All removed living tissue, and all broken or badly damaged branches shall be removed with proper pruning cuts as per ANSI A300 Part 5 Pruning Standards. All pruning to be performed or supervised by an ISA Certified Arborist, and in accordance with ANSI A300-2023 Tree Care Standards.

4.05 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Controls Devices as minimum criteria.

2. The Company shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613,102-616, and 102-660 are to be adhered to for this project. Company to submit shop drawings in accordance with FDOT specifications for FDOT approval.

3. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.

4. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Company shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.

5. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday to Friday from 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. or on weekends and holidays.

6. Regulatory speed established within the work zone travel ways shall be thirty-five (35) miles per hour (MPH), established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.

4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   - This includes medians, chicanes, traffic circles and shall require proper MOT planning to execute. These areas are located at:

     Village Hall: 9705 E. Hibiscus Street
     Public Services: 9495 SW 180th Street
     US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)
     Franjo Road SW 97th Avenue- From 184th Street north to US1
     Old Cutler Road and 184th Street- Monument
     SW 174th Street – Chicanes
     SW 164th Street - Chicanes
     SW 184th Street Between 94th Avenue and 83rd Ave
     SW 82nd Avenue 160th Street Traffic Circle
     SW 82nd Avenue and 168th Street Traffic Circle

SW 87th Avenue and 168th Street Traffic Circle

- All these site locations, with the exception of the US1 site, have been located with Google Earth for your view at the end of this solicitation with the corresponding bid sheet. **(See Exhibit "A")**

2. **Lot Maintenance and Abandoned Property Program:**

- The Bidder shall provide basic lawn maintenance services on an "as-needed basis", secure exposed and/or unsafe pools, remove debris from abandoned properties to include lots within the Village's jurisdiction.

- The Bidder shall take before and after pictures of the property that was serviced, must document time, date, and submit pictures with their invoice for payment.

- The height of the grass cannot be more than two and a half inches (2 ½"), Village staff reserves the right to change the mowing height based on various growing patterns.

- Edging to be completed at each service which includes all curbs, sidewalks, and streets.

- All clippings to be blown off driveways and walkways. These clippings shall not be blown out to the street, adjacent properties, or storm drains.

- During service, the Bidder will report any graffiti found at its service location to the Village.

Specifications for covering unsafe pools must include the following:

- Bidder shall clean the area surrounding the pool prior to the installation of the pool cover.

- Bidder shall report immediately to the Village any potential health or safety hazards associated with the current condition of the pool.

- Bidder shall consult with the Village prior to installing the pool cover to ensure the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be installed to provide an adequate safety barrier that would discourage the use of such structures by humans and/or animals. The standard size of a pool cover is fifteen feet by thirty feet (15' X 30'). If the pool requires a cover that exceeds the standard size, the Bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with the oversized cover.

- Bid Sheet for services pertaining to Lot Maintenance and Abandoned Property program will be at the end of this solicitation. **(See Exhibit "B")**

3. **Other Landscape Services:**

- Mulch, Stump-Grinding, Tree Removal and Tree Installation forty-five (45) gallon, Plant Installation for three (3) gallon and seven (7) gallon potted plants.

- There is a bid sheet for these optional items that have been requested by Village staff. That bid sheet is also located at the end of this solicitation. **(See Exhibit "C")**

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 April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

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# 2026-11-006, 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: **Village-Wide Landscaping and Maintenance (PS and Code)** ITB No. 2026-11-006 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: **Village-Wide Landscaping and Maintenance (PS and Code)**
ITB No. 2026-11-006 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

SECTION 10.0: Exhibits

Draft Contract for: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by 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

DRAFT

Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this Agreement. In the event there is a conflict between the terms of Exhibit ___, or ___, and this Agreement, the terms of this Agreement, including Exhibits ___, ___ and ___ shall prevail and then the following priority is established thereafter:

Exhibit "A": ITB# 2026-11-006

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

DRAFT

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.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Common Areas **(.PDF FILE)**

Exhibit "B": Lot Maintenance and Abandoned Property Program **(.PDF FILE)**

Exhibit "C": Other Landscape Services **(.PDF FILE)**

Exhibit "D": Ordinance 08-10 Form **(.PDF FILE)**

(***Total of 4 .pdfs to download with solicitation***)

ITB NO. 2026-11-006



4839 SW 148th Avenue Suite 516 Davie FL, 3330

Phone (954) 214-8300

To: Village of Palmetto Bay

Village Clerk's Office

9705 E. Hibiscus Street

Palmetto Bay, FL, 33157

Dear Village of Palmetto Bay Representatives,

A Perfect Edge, Inc. respectfully submits our response to the Invitation to Bid for maintenance services within the Village of Palmetto Bay's city roads and public areas. With over 30 years of experience in urban forestry, landscape maintenance, and municipal tree care, our firm is committed to providing safe, efficient, and high-quality services that enhance the Village's roadways, rights-of-way, and public spaces.

We understand the importance of maintaining visually appealing, safe, and well-managed public areas throughout the Village. Our team brings extensive experience working with municipalities throughout South Florida, delivering comprehensive services including roadway and median maintenance, tree trimming and removal, debris removal, vegetation management, and ongoing landscape improvements. Our approach emphasizes proactive maintenance, public safety, and preservation of the Village's natural and aesthetic character.

A Perfect Edge, Inc. is dedicated to environmentally responsible practices, operational efficiency, and continuous improvement. We take pride in our professionalism, responsiveness, and ability to meet the unique demands of municipal operations. Our team is prepared to deliver reliable service while maintaining the highest standards of safety, quality, and environmental stewardship.

We appreciate the opportunity to submit our bid and look forward to the possibility of partnering with the Village of Palmetto Bay to support the maintenance and enhancement of its roadways and public areas.

Respectfully,

Charles Kevin O'Steen
Owner
A Perfect Edge, Inc.

COMPANY PROFILE AND QUALIFICATIONS

A Perfect Edge Inc. is a fully licensed and insured contractor established in 1994, offering professional services through four principal divisions:

- Landscape
- Irrigation
- Tree Trimming
- Landscape Maintenance

Our organization has successfully completed large-scale public contracts for municipalities, including:

- City of Hollywood: Landscape field services, plant supply and installation, irrigation, and maintenance repair
- City of Hallandale Beach: Comprehensive landscape maintenance
- City of Miramar: Comprehensive landscape maintenance

The scope of these engagements encompassed extensive planting and maintenance of municipal green spaces, installation and repair of irrigation systems, continual landscape maintenance for parks, streetscapes, and municipal facilities, along with close coordination with city officials and public works departments.

Our ability to manage significant contracts and foster enduring relationships with municipal partners is evidenced by the references and repeat business we have received from multiple cities.

A Perfect Edge Inc. was the APWA Landscape Contractor of the year for 2026

KEY PERSONNEL

Charles Kevin O'Steen serves as the Owner, overseeing the strategic direction and leadership of the organization.

Kevin Osteen holds the position of Operations Director, managing daily operations and ensuring that projects are executed efficiently and according to established standards.

ISA Certified Arborist, bringing expertise in arboriculture and tree care to the organization.

Tree Risk Assessment Qualification, ensuring the ability to evaluate and address potential hazards associated with trees.

An Irrigation Contractor, holding license CC#25-ISC-00130-X, is responsible for all irrigation system installations and repairs.

Joshua Collazo serves as Account Manager, overseeing client relations and project coordination.

Joshua Collazo holds a Bachelor of Arts in Public Administration from Barry University, supporting the team with his academic background and knowledge of public sector operations.

ISA Certified Arborist, offering specialized skills in tree maintenance and health.

Tree Risk Assessment Qualification is present, providing advanced capabilities in evaluating tree safety and potential risks.

Invitation to Bid

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

TITLE:

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

ITB NO.:

2026-11-006

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Monday, March 16th, 2026

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT 3

SECTION 2.0 INTRODUCTION 4

SECTION 3.0 TERMS AND CONDITIONS 5 - 13

SECTION 4.0 SCOPES OF SERVICES 14 – 20

SECTION 5.0 BID SUBMISSION REQUIREMENTS 21

SECTION 6.0 EVALUATION AND SELECTION CRITERIA 22

SECTION 7.0 SCHEDULES OF EVENTS 23 - 24

SECTION 8.0 REQUIRED BID SUBMITTAL FORMS 25 - 45

SECTION 9.0 OTHER FORMS 46 - 47

SECTION 10.0 EXHIBITS 48 - 67

- AGREEMENT 68
- Exhibit “A”: Common Areas 69
- Exhibit “B”: Lot Maintenance and Abandoned Property Program 69
- Exhibit “C”: Other Landscape Services 69
- Exhibit “D”: Ordinance 08-10 Form 69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)
No. 2026-11-006

The Village of Palmetto Bay is seeking bids from a qualified Company for landscape maintenance throughout the Village owned properties. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, April 2nd, 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 "**Village-Wide Landscaping and Maintenance (Public Services and Code Compliance) ITB# 2026-11-006**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

The Village is seeking a licensed landscaping Company to provide landscape maintenance on a schedule basis. These services will include locations for example medians, chicanes, traffic circles and will require the Company to develop an maintenance of traffic (MOT) of his/her own, meeting the requirements specified in the manual of Uniform Traffic Controls. The Village in addition is requesting services for abandoned lot or foreclosed residential homes located within the jurisdiction that need maintenance.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village. The background checks will be conducted by a third-party vendor to the Village, at the cost of the bidder, and provided directly to the Village by the third-party vendor. The bidder shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the bidder. The background checks shall be as to all principals and any employees of bidder to staff the site as proposed under the ITB. Any principle of the bidder determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would preclude from providing services. The employees of the bidder determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the bidder's proposal and may result in a precluding the bidder from providing services, at the discretion of the Village Manager.

Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. Work shall begin no earlier than 7:00 a.m. as per the Village's noise ordinance.

The successful Company will sign a contract with the Village for three (3) years with two (2) one (1) year renewal options not to exceed five (5) consecutive years. These extensions are at the Village's discretion if the Village chooses to do so.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”. This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans, or other materials. A Chute Blocker shall be used on the discharge shoot of mowers in all areas around pedestrians and vehicles. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. All grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

- The cutting height shall be a minimum of two and a half inches (2 ½") to a maximum of three inches (3") above soil level. All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

- Mowing shall be done carefully so as not to damage bark on trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs, or other facilities and/or amenities. Should any of the above listed have damage incurred by the Company, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on any Bermuda grass. All mowing shall be done with finish mowers.

Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed from around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

Edging

- The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting, or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.

- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines. Only environmentally friendly weed control products shall be used, if needed.

Shrub/Hedge Trimming

- All trimmings will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of the Predictive Scheduling as listed below.

- Hedges shall be maintained in a geometric form and may be sheered by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- Special allocations for Palmetto Palms that are located on US1 Bullnoses, across from McDonalds on south end, and across from AT&T on north end. Palms are to be trimmed to reduce overall height to four (4) feet twice (2x) yearly.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces, e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both the Company and Village.

Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Company.

Frequencies

- Bid Forms show the frequency of service. The frequency may change if the Village sees that in needs to increase or decrease the services in certain locations.

Scope of Services- Predictive Scheduling for all sites excluding SW 184th Street Between 94th Avenue & 84th Court

Task	Freq.	Months	Months	Months		Details
		Jan-May	Jun-Jul	Aug-Dec		
Mowing	26	2x month	3x month	2x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-May	Jun-Jul	Aug-Dec		
Weeds	26	2x month	3x month	2x month		Herbicides, mechanical and manual applications

The SW 184th Street Between 94th Avenue & 84th Court site will have the following Predictive Scheduling

Task	Freq.	Months	Months	Months		Details
		Jan-Apr	May-Sep	Oct-Dec		
Mowing	17	1x month	2x month	1x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-Apr	May-Sep	Oct-Dec		
Weeds	17	1x month	2x month	1x month		Herbicides, mechanical and manual applications

This site is partially maintained by Miami-Dade County, they only service the turf grass. If turf has been serviced by MDC just prior to the Company arriving onsite then the Company will have the following options; a) proceed to provide all other services except mowing at that time, then revisit between 10-14 days later, within the same calendar month, to perform the turf mowing only, or b) Reschedule the site visit for 10-14 days later to perform all services. The Company may only bill the Village for services performed during each calendar month.

Documentation of Services

All service dates shall be provided to the Village personnel in direct supervision of the Company a month prior to service visits. All service actions shall be documented by Photo Stamped Pictures with Location and Date embedded in pictures and submitted with monthly invoices. Additional

documentation shall be in the form of a Spreadsheet showing Location Sites with Date of Visits, Services Preformed and Signature of Crew Chief Onsite at the time of visit.

4.02 PROTECTION OF EXISTING STRUCTURES

All existing buildings, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Company unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Company shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials withing the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Company.

4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal approval, delivery of materials may commence.

Material	Submittal
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Herbicide	Product Data

Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of three inches (3”). Clear mulch from each plant’s crown (base). The materials will be an added option to the bid sheets.

1. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All removed living tissue, and all broken or badly damaged branches shall be removed with proper pruning cuts as per ANSI A300 Part 5 Pruning Standards. All pruning to be performed or supervised by an ISA Certified Arborist, and in accordance with ANSI A300-2023 Tree Care Standards.

4.05 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Controls Devices as minimum criteria.

2. The Company shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613,102-616, and 102-660 are to be adhered to for this project. Company to submit shop drawings in accordance with FDOT specifications for FDOT approval.

3. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.

4. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Company shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.

5. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday to Friday from 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. or on weekends and holidays.

6. Regulatory speed established within the work zone travel ways shall be thirty-five (35) miles per hour (MPH), established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.

4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   - This includes medians, chicanes, traffic circles and shall require proper MOT planning to execute. These areas are located at:

     Village Hall: 9705 E. Hibiscus Street
     Public Services: 9495 SW 180th Street
     US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)
     Franjo Road SW 97th Avenue- From 184th Street north to US1
     Old Cutler Road and 184th Street- Monument
     SW 174th Street – Chicanes
     SW 164th Street - Chicanes
     SW 184th Street Between 94th Avenue and 83rd Ave
     SW 82nd Avenue 160th Street Traffic Circle
     SW 82nd Avenue and 168th Street Traffic Circle

SW 87th Avenue and 168th Street Traffic Circle

- All these site locations, with the exception of the US1 site, have been located with Google Earth for your view at the end of this solicitation with the corresponding bid sheet. **(See Exhibit "A")**

2. **Lot Maintenance and Abandoned Property Program:**

- The Bidder shall provide basic lawn maintenance services on an "as-needed basis", secure exposed and/or unsafe pools, remove debris from abandoned properties to include lots within the Village's jurisdiction.

- The Bidder shall take before and after pictures of the property that was serviced, must document time, date, and submit pictures with their invoice for payment.

- The height of the grass cannot be more than two and a half inches (2 ½"), Village staff reserves the right to change the mowing height based on various growing patterns.

- Edging to be completed at each service which includes all curbs, sidewalks, and streets.

- All clippings to be blown off driveways and walkways. These clippings shall not be blown out to the street, adjacent properties, or storm drains.

- During service, the Bidder will report any graffiti found at its service location to the Village.

Specifications for covering unsafe pools must include the following:

- Bidder shall clean the area surrounding the pool prior to the installation of the pool cover.

- Bidder shall report immediately to the Village any potential health or safety hazards associated with the current condition of the pool.

- Bidder shall consult with the Village prior to installing the pool cover to ensure the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be installed to provide an adequate safety barrier that would discourage the use of such structures by humans and/or animals. The standard size of a pool cover is fifteen feet by thirty feet (15' X 30'). If the pool requires a cover that exceeds the standard size, the Bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with the oversized cover.

- Bid Sheet for services pertaining to Lot Maintenance and Abandoned Property program will be at the end of this solicitation. **(See Exhibit "B")**

3. **Other Landscape Services:**

- Mulch, Stump-Grinding, Tree Removal and Tree Installation forty-five (45) gallon, Plant Installation for three (3) gallon and seven (7) gallon potted plants.

- There is a bid sheet for these optional items that have been requested by Village staff. That bid sheet is also located at the end of this solicitation. **(See Exhibit "C")**

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 April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/01/2026

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			

Kevin O'Steen

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: A PERFECT EDGE, 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: Vendor Provides City-Wide landscaping, palm Trimming, IRRigation Repairs & Wet Checks Along with Multiple other Services for city in Timely bi-weekly basis.

Initial Value of Contract: 1.6 Million Final Value of Contract: 1.6 Million

Length of Contract: 3 Years

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Vendor provides excellent service To the City of hollywood. Never Any Complaint's And if so They Are promptly Adressed.

Name of Public Entity/Company: City of hollywood

Name of Individual completing this form: Corey Gurley

Signature: Corey Gurley Title: Contract Compliance Coordinator

Telephone: 754-208-8796 Email: CGurley@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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: A PERFECT EDGE, 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: Miscellaneous tree trimming and removal along lake/canal banks

Initial Value of Contract: $18,975.00 Final Value of Contract: $28,475.00

Length of Contract: 120 days

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:
N/A

Comments:

SBDD has been working with the Contractor on several occassions and would hire them again if the were the lowest responsive bidder

Name of Public Entity/Company: South Broward Drainage District

Name of Individual completing this form: Isabel Trujillo

Signature: Isabel Trujillo Title: Financial Services Coordinator

Telephone: 954-680-3337 xt 207 Email: Isabel@SBDD.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: A PERFECT EDGE, 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: City wide median maintenance / Tree Trimming (Parks)

Initial Value of Contract: Median Maintenance 194,000. Parks 75,000 Final Value of Contract: 269,000
Length of Contract: Median Maintenance 1yr Parks Tree Trimming 3 years
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of Hallandale Beach
Name of Individual completing this form: Joseph Tollis
Signature: Joseph Tollis Title: Superintendent
Telephone: 954-997-7065 Email: JTollis@COHB.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: Kevin O'Steen

Name (typed): Type text here Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Kevin O'steen being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: A PERFECT EDGE, 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: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

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 2 day of April, 2026, by Kevin O' Steen. He/She was _____ personally known, _____ or produced FL Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Luis Machado
Comm.: # HH 311839
Expires: September 14, 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 Kevin O'steen

For A PERFECT EDGE, INC.

Whose business address is: 4839 SW 148th Ave Suite 516 , Davie FL 33330

And (if applicable) its Federal Employer Identification Number (FEIN) is: 650530454

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: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026 by Kevin O'Steen. He/She was _____ personally known, ✓ or produced Fl Driver License as a form of identification.

WITNESS my hand and official seal

Luis Machado

NOTARY PUBLIC, STATE OF FLORIDA

Luis Machado
Comm.: # HH 311839
Expires: September 14, 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: Kevin O'steen, VP

(print individual's name and title)

for: A PERFECT EDGE, INC.

(print name of entity submitting sworn statement)

whose business address is: 4839 SW 148th Ave Suite 516 , Davie FL 33330

and (if applicable) its Federal Employer Identification Number (FEIN) is: 650530454

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: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

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 2 day of April, 2026, by Kevin O'steen. He/She was _____ personally known, ✓ or produced Fl Driver License as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Luis Machado
Comm.: # HH 311839
Expires: September 14, 2026
Notary Public - State of Florida

04/0/2026

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, Kevin O'steen 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:

650530454

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

A PERFECT EDGE, INC.

Name of Entity, Individual, Partners or Corporation

1994

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

4839 SW 148th Ave Suite 516 , 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
Charles K O'Steen	4839 SW 148th	100 %
	Ave Suite 516	%
	Davie FL 33330	%

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: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

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 2 day of April, 2026, by Kevin O'steen. He/She was _____ personally known, ✓ or produced FL Driver license as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Luis Machado
Comm.: # HH 311839
Expires: September 14, 2026
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# 2026-11-006, 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: Kevin O'Steen

Name (typed): Kevin O'steen, VP

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026 by Kevin O'Steen. He/She was _____ personally known, ✓ or produced FL Driver License as a form of identification.

WITNESS my hand and official seal

Luis Machado

NOTARY PUBLIC, STATE OF FLORIDA

Luis Machado
Comm.: # HH 311839
Expires: September 14, 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 A PERFECT EDGE, 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: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/0

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Boward)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026, by Kevin O'steen. He/She was _____ personally known, ✓ or produced Fl Driver license as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Luis Machado
Comm.: # HH 311839
Expires: September 14, 2026
Notary Public - State of Florida

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Kevin O'Steen

Name (typed): Kevin O'steen

Title: VP

Company: A PERFECT EDGE, INC.

Date: 04/02/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF MIAMI-DADE

I, Kevin O'steen (the individual attesting below), being duly authorized by and on behalf of A PERFECT EDGE, 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 2nd day of April, 2026.

Kevin O'Steen

Signature of Affiant

Print or Type Name: Kevin O'steen

State of Florida)
) ss.:
County of Brevard)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of April, 2026 by Kevin O'Steen. He/She was _____ personally known, ✓ or produced FL Driver license as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 2 day of April, 2026.
My Commission Expires: September 14, 2026

Notary Public

NHCS – E-Verify 081815

Luis Machado
Comm.: # HH 311839
Expires: September 14, 2026
Notary Public - State of Florida

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: Kevin O'steen

Title: VP

Signature: Kevin O'Steen Date: 04/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: A PERFECT EDGE, INC. ("**Company**")

Vendor FEIN: 650530454

Address: 4839 SW 148th Ave Suite 516

City: Davie State: FL Zip: 33330

Phone number: 954-547-3010 Email Address: Kevin@aperfectedge.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: Kevin O'steen

Title: VP

Signature: Kevin O'Steen

Date: 04/02/2026

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)** ITB No. 2026-11-006 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: **Village-Wide Landscaping and Maintenance (PS and Code)**
ITB No. 2026-11-006 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

SECTION 10.0: Exhibits

Draft Contract for: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by 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

DRAFT

Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this Agreement. In the event there is a conflict between the terms of Exhibit ___, or ___, and this Agreement, the terms of this Agreement, including Exhibits ___, ___ and ___ shall prevail and then the following priority is established thereafter:

Exhibit "A": ITB# 2026-11-006

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

DRAFT

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.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Common Areas **(.PDF FILE)**

Exhibit "B": Lot Maintenance and Abandoned Property Program **(.PDF FILE)**

Exhibit "C": Other Landscape Services **(.PDF FILE)**

Exhibit "D": Ordinance 08-10 Form **(.PDF FILE)**

(***Total of 4 .pdfs to download with solicitation***)

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 2,167.00 Per month
Public Services: 9495 SW 180th Street	$ 550.00 per month
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 300.00 (per service at 26 services)
Shrubs	$ 765.00 (per service at 17 services)
Weed Control	$ 200.00 (per service at 26 services)
Total Services Per Month	$ 2,167.00 per month
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 1,350.00 (per service at 26 services)
Shrubs	$ 2,676.00 (per service at 17 services)
Weed Control	$ 400.00 (per service at 26 services)
Total Services Per Month	$ 7,500.00 per month
Old Cutler Road & SW 184th Street	$ 35.00 per service
SW 174th Street Chicanes	$ 75.00 per service
SW 184th Street Between 94th Avenue & 84th Court	$ 1,000.00 per service (17 services)
SW 82nd Avenue & 160th Street Traffic Circle	$ 150.00 per service
SW 82nd Avenue & 168th Street Traffic Circle	$ 100.00 per service
SW 87th Avenue & 168th Street Traffic Circle	$ 175.00 per service

BID TOTAL.....$ 13,919.00

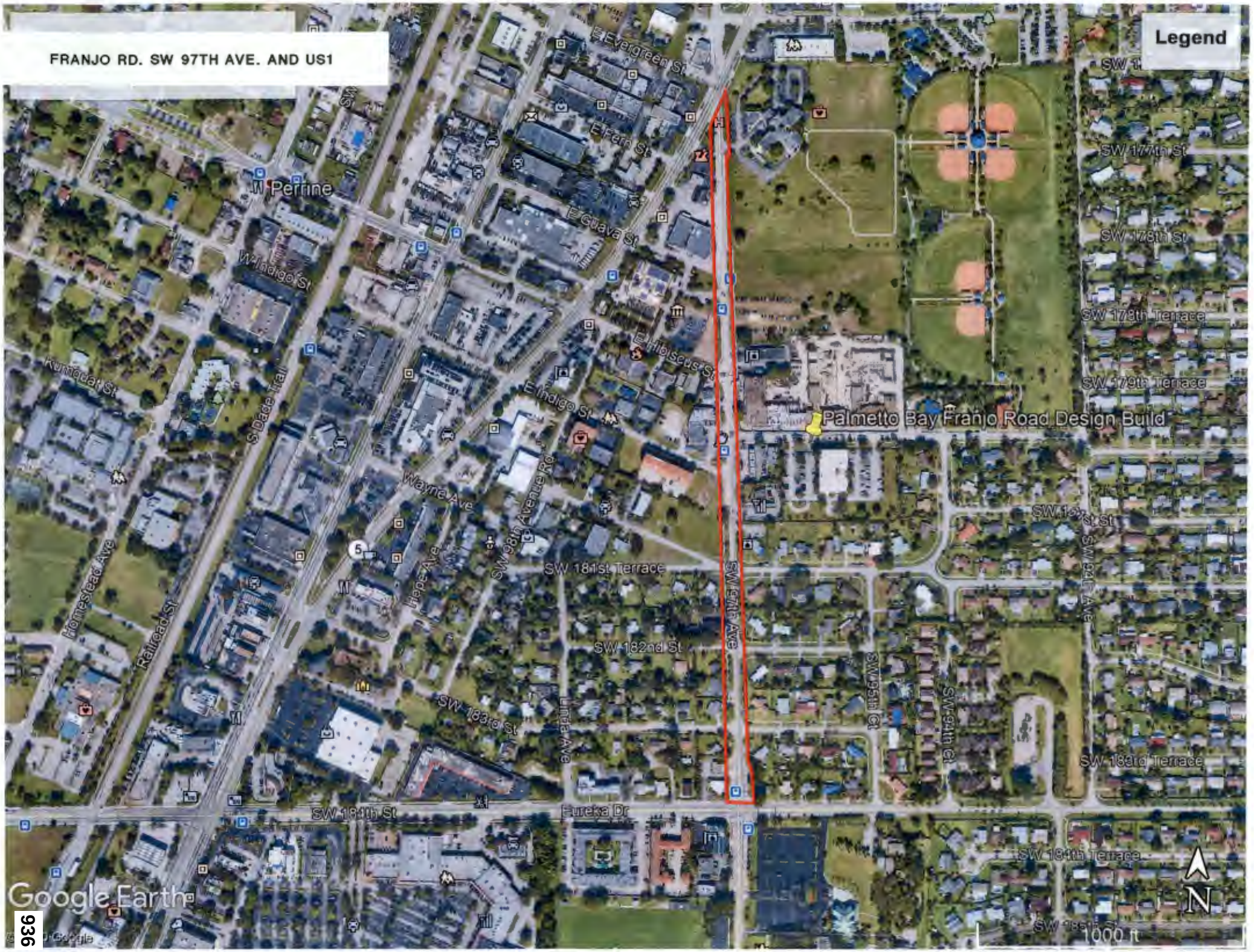
- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Kevin O'steen, VP

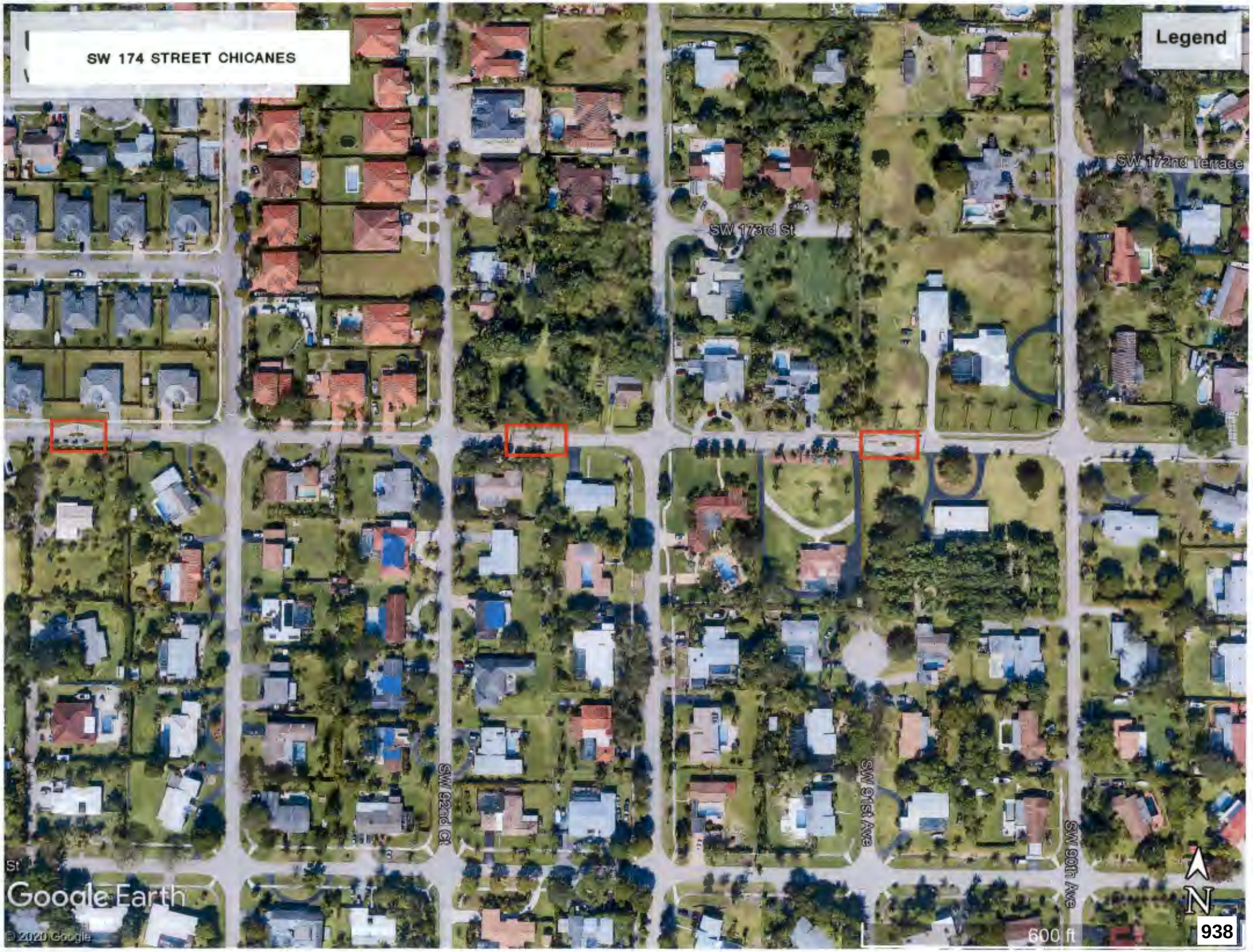
Name: (Please Print)

Kevin O'Steen VP 04/01/2026

Signature: Title: Date:

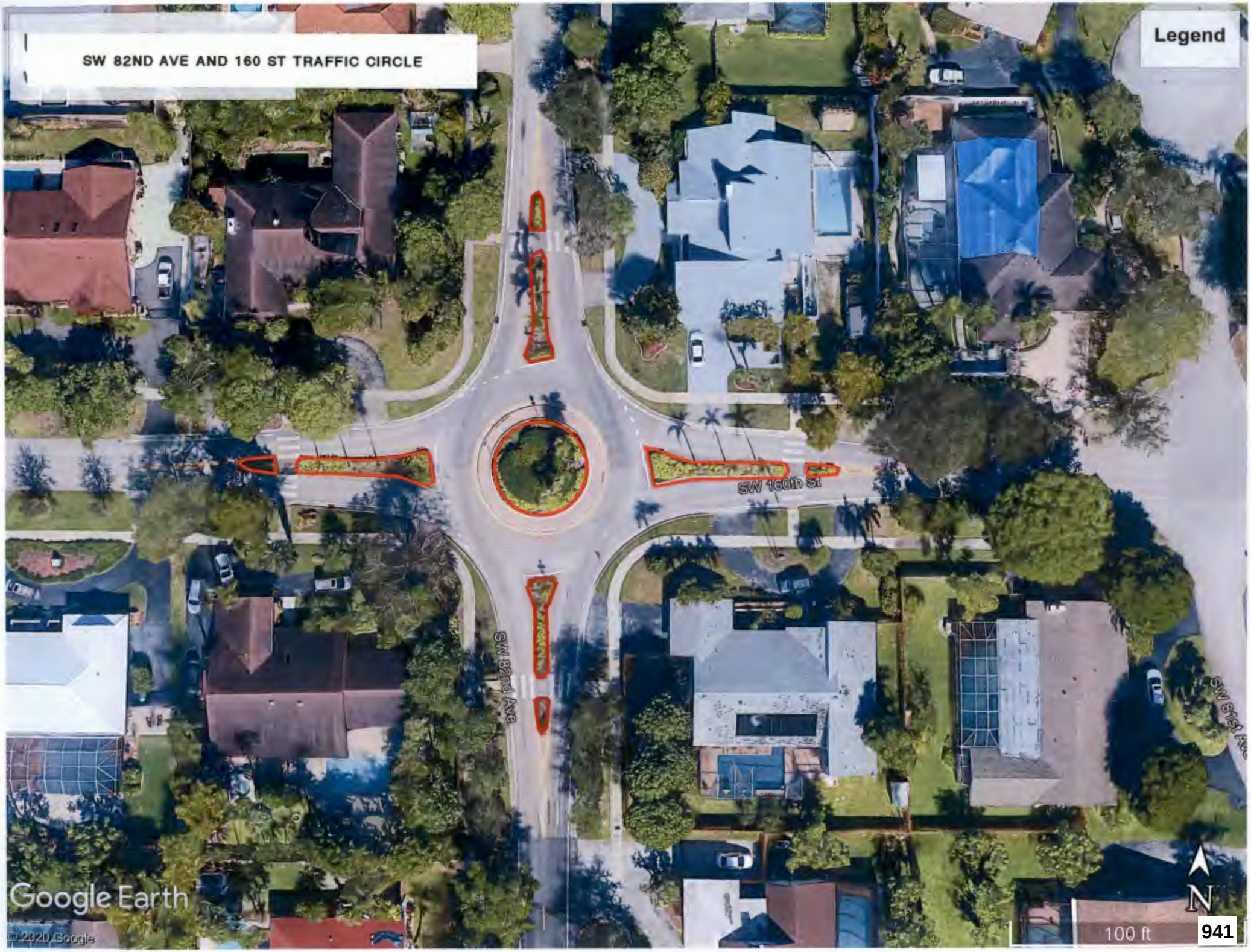

FRANJO RD. SW 97TH AVE. AND US1
Legend
Palmetto Bay Franjo Road Design Build
E Evergreen St
E Fern St
E Guava St
E Indigo St
E Hibiscus St
Perrine
W Indigo St
Kumquat St
S Dixie Hwy
Homestead Ave
Railroad St
Wayne Ave
Linda Ave
SW 98th Avenue Rd
SW 97th Ave
SW 181st Terrace
SW 182nd St
SW 183rd St
SW 184th St
Eureka Dr
SW 177th St
SW 178th St
SW 178th Terrace
SW 179th Terrace
SW 180th St
SW 94th Ave
SW 95th Ct
SW 96th Ct
SW 183rd Terrace
SW 184th Terrace
Google Earth
1000 ft
N
936

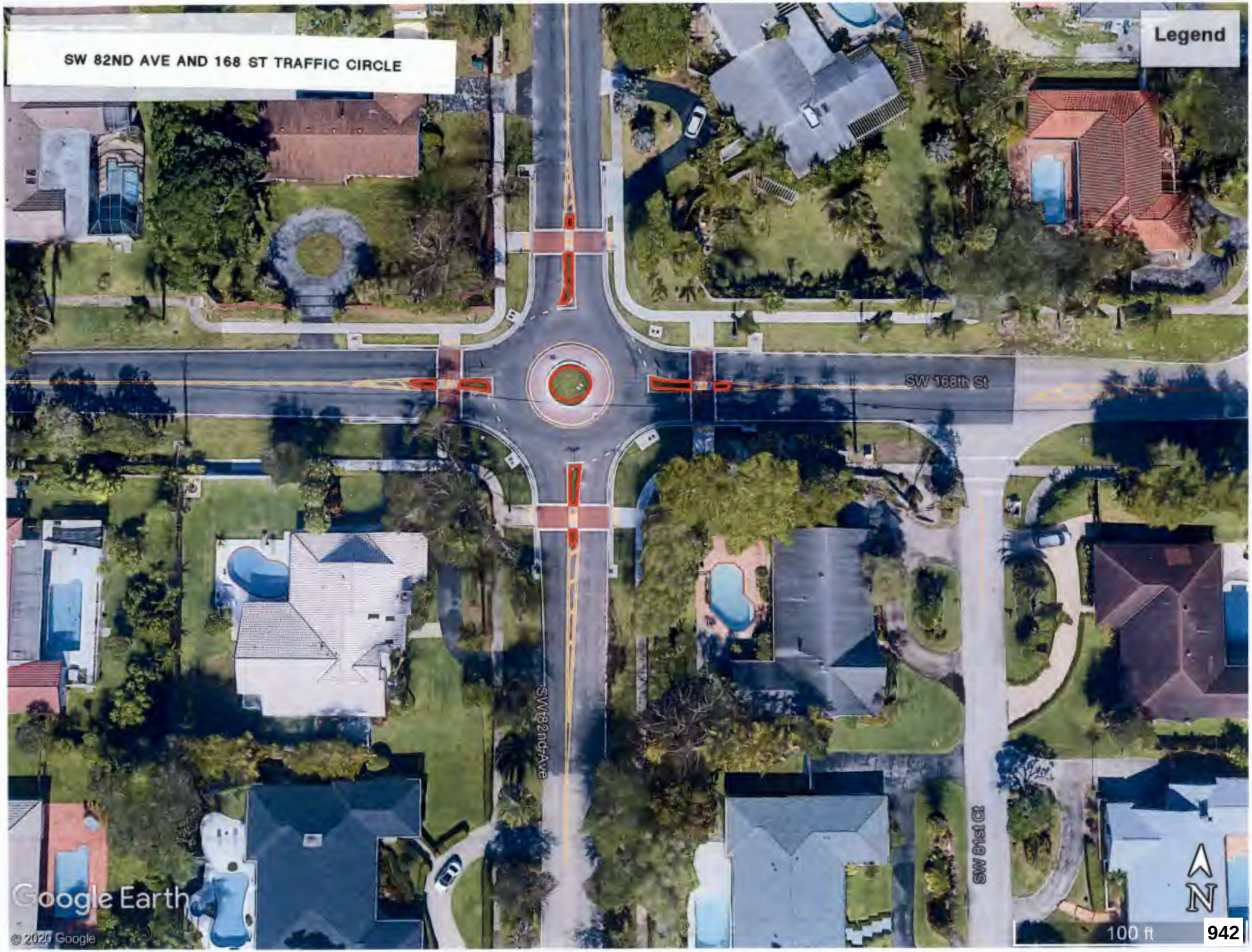

Old Cutler & 184th Street
Write a description for your map.
Legend
Untitled Polygon
West Akyko
7702
7705
7725
SW 183rd Terrace
Old Cutler Rd
Old Cutler Rd
SW 184th St
SW 184th St
Google Earth
100 ft
937


SW 174 STREET CHICANES
Legend
SW 172nd Terrace
SW 173rd St
SW 92nd Ct
SW 91st Ave
SW 90th Ave
Google Earth
© 2020 Google
600 ft
N
938


Chicanes SW 164th Street
Legend
Chicane
Chicane #1 of 3
Chicane #2 of 3
Chicane #3 of 3
SW 164th St
SW 164th St
SW 87th Ct
87th Ave
SW 166th St
939
200 ft
Google Earth
Image Landsat / Copernicus


SW 184 ST BETWEEN 94TH AVE AND 84 CT
Legend
PPP Tran Tours Jamaica
Professional Roofing & Sales
SW 87 Av@SW 184 St
Vertical Reality
Whispering Pines Hammock Park
Road Design Build
SW 179th Terrace
SW 181st Terrace
SW 182nd Terrace
SW 183rd Terrace
SW 184th Ln
SW 185th St
SW 185th Terrace
SW 186th St
SW 186th Terrace
SW 92nd Ave
SW 92nd Ct
SW 91st Ave
SW 89th Ave
SW 86th Ave
SW 87th Ave
SW 87th Ct
SW 87th Pl
SW 88th Ct
SW 88th Pl
SW 88th Rd
SW 89th Ct
SW 89th Pl
SW 90th Ct
SW 90th Ave
SW 92nd Pl
SW 93rd Pl
Sterling Dr
Tiffany Dr
Caribbean Blvd
Google Earth
© 2020 Google
1000 ft
N


SW 82ND AVE AND 160 ST TRAFFIC CIRCLE
Legend
SW 160th St
SW 82nd Ave
Google Earth
N
100 ft


SW 82ND AVE AND 168 ST TRAFFIC CIRCLE
Legend
SW 168th St
SW 82nd Ave
SW 81st Ct
Google Earth
© 2020 Google
100 ft
N
942

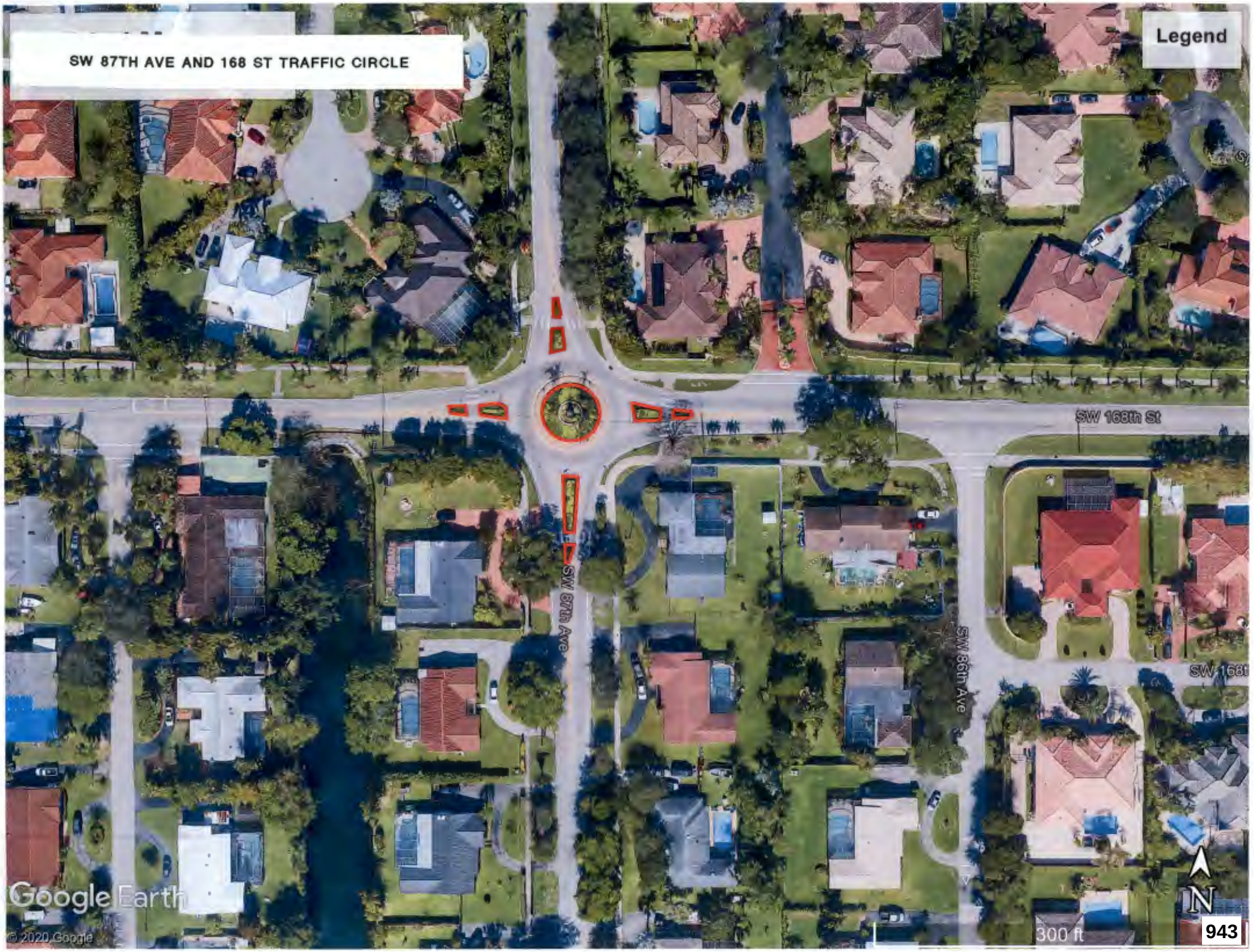

SW 87TH AVE AND 168 ST TRAFFIC CIRCLE
Legend
SW 168th St
SW 87th Ave
SW 86th Ave
Google Earth
© 2020 Google
300 ft
N
943

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	**Description**	**Unit Cost**
Residential Mowing	Flat Rate	$ 68.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 25.00
Pool Covering	Standard size 15' X 30'	$ 1,600.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 3,500.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 85.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 25.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Kevin O'steen

Name: (Please Print)

Kevin O'Steen VP 04/02/2026

Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)		
Forty-Five (45) gallon Potted or Burlapped tree		$ 275.00
Shrubs and Ground Cover (Installation only)		
One (1) gallon potted plant		$ 3.00
Three (3) gallon potted plant		$ 6.00
Seven (7) gallon potted plant		$ 12.00
MULCH (includes product and installation)		
Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 113.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 115.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 115.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 88.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 17.00

Tree Removal:

Oak Tree (cost per feet – height)	$ 50.00
Pine Tree (cost per feet – height)	$ 50.00
Palm Tree (cost per feet – height)	$ 15.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Kevin O'steen

Name: (Please Print)

Kevin O'Steen VP 04/02/2026

Signature: Title: Date:

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor A PERFECT EDGE, INC.

Date Addendum Received 04/01/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Kevin O'steen, VP

Signature Kevin O'Steen

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 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor A PERFECT EDGE, INC.

Date Addendum Received 04/01/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Kevin O'steen, VP

Signature Kevin O'Steen

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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL
AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Kevin O'steen, VP

(print individual's name and title)

For: A PERFECT EDGE, INC.
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 4839 SW 148th Ave Suite 516 , Davie FL 33330

And its Federal Employer Identification Number (FEIN) is

650530454

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Kevin O'steen, VP, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

A PERFECT EDGE, INC.
(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that A PERFECT EDGE, INC. has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Kevin O'steen, VP — (Print Name)

(Signature)

04/02/2026 — Date

Sworn to and subscribed before me this 2 day of April, 2026.

☐ Personally known to me, or ☑ Produced Identification. Fl Diver License
(Type of identification)

Notary Public – State of Florida

Luis Machado
Comm.: # HH 311839
Expires: September 14, 2026
Notary Public - State of Florida

My commission expires September 14, 2026. Luis Machado
(Print or stamped commissioned name of notary public.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(3) is a sexual offender or a sexual predator; or

(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest:

Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2026

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 Robert Gonzalez Insurance Agency, Inc 5220 South University Dr Suite 105C Davie FL 33328	**CONTACT NAME:** Aimee Ramos **PHONE (A/C, No, Ext):** 954-680-2805 **FAX (A/C, No):** 954-680-9110 **E-MAIL ADDRESS:** gigi.rodriguez@ffbic.com **INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Florida Farm Bureau Casualty Insurance Co. — 31216 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED A Perfect Edge, Inc. 4839 SW 148th Avenue Coconut Creek, FL 33073	

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	☒ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X		CPP9526911	02/05/2026	02/05/2027	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		090500001400	09/24/2025	09/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscape Maintenance Contractor

Certificate Holder is listed as Additional Insured

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED A PERFECT EDGE INC 4839 SW 148th AveSuite 516 Fort Lauderdale FL 33330	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Insurance Company of the West 27847 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4656430 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WMO506769203	09/29/2025	09/29/2026	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**
(Rev. November 2017)
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.

Charles K O'Steen

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

A Perfect Edge, Inc.

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.

4839 SW 148th Ave Suite 516

6 City, state, and ZIP code

Davie FL 33330

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

6	5	–	0	5	3	0	4	5	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** ▸ Charles K O'Steen **Date** ▸ 04/01/2026

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.*

Able Business Service, Inc.

April 2, 2026

Village of Palmetto Bay
City Wide Landscaping Maintenance

Re: ITB No. 2026-11-006 26-008, Multi-Site Landscaping Maintenance

Able Business Services (ABS) is pleased to submit our proposal to provide professional landscaping services for the Village of Palmetto Bay. After my retirement as the Regional Manager for the Miami-Dade and Monroe County State of Florida Vocational Rehabilitation office to achieve success in the janitorial business I purchased a health based janitorial franchise. And to achieve success in the landscaping business I received training at the Univ of Florida Horticulture IFAS Extension offices in Miami-Dade and Broward County. My training included tree cutting, irrigation, best management practices for protection of water resources green industries, fertilization, water conservation, MOT training, and mulching. I also completed a four-week arborist course at Miami Dade College-Kendall Campus.

Our customer base these past 25 years has provided ABS with the experience that's required in servicing the professional landscaping needs of governmental entities. Three of our largest landscaping contracts have included the Miami Int'l Airport, Jackson Health Systems (four Hospitals, six clinics) and Miami Dade County Parks (five large parks). These contracts were of similar types whereby the expectations were very high regarding maintaining a consistently manicured landscape for multiple site locations.

We employ a diverse workforce of some 200 people, and we have used my years as a rehabilitation professional to hire US veterans with special needs. In conclusion, we believe Palmetto Bay professional *landscaping service needs and goodwill concerns will be better met by (ABS) because of the wholesomeness of our goals, community interest objectives and our years of servicing large governmental entities professional landscaping service needs*. We look forward to a mutually beneficial business and governmental partnership with the City of Palmetto Bay.

Sincerely,
William Berry, CEO

TECHNICAL PROPOSAL

Table of Contents

Introduction Letter.....1

Table of Contents.....2

Organizational Chart 3

List of Key Personnel.....4

Technical Proposal & Evaluation Guide for Landscaping Services..... 5-8

Documents: Company Qualification Questionnaire, Local Business Tax Receipt, State of Florida Corp, Lawn and Ornamental License, Sample Certificate of Liability Insurance, references, Conflict of Interest Affidavit, Sworn Statement of Public Entity Crimes, Anto-Kickback Affidavit, Non-Collusive Affidavit, Compliance with Public Records, Drug Free Workplace, E-Verify Compliance, Comparable Contracts, Advance Tree Trimming Certification

3

List of Key Personnel - Able Business Services Inc.

William Berry	President/CEO
Donald Lavinsky	Comptroller
Alicia Tucker	Quality Assurance/Trainer
Jassmond Sanders	IT /1st Vice President
Nacola Cousin	HR Director
Casper Berry	Special Project Manager
Alicia George	Training Manager
Casper Berry	Director of Landscaping Services
Elijah Glaster	Landscaping Supervisor
David Etienne	Landscaping Supervisor
Kashane Bostic	Landscaping Supervisor
Ore Navarro	ISA Certified Arborist
Ron Rahming	Fl Pest and Disease Control Operator

ABLE BUSINESS SERVICES, INC.
1234 NW 79th Street
Miami, Florida 33147

We are a (S1 CORPORATION)

Miami Dade County Disadvantaged Business Enterprise, and Broward School and Dade-County Schools SBE/DBE, Graduated 2023.

TECHNICAL PROPOSAL & EVALUATION GUIDE FOR LANDSCAPING SERVICES FOR THE CITY OF PALMETTO BAY

PROPOSER NAME:
Able Business Services, Inc.
1234 NW 79th Street
Miami, Florida 33147
(786) 291-6686 (Cell)
(305) 636-5099 (Office)
(305) 638-8082 (Fax)

PROPOSER SERVICE ACTIVITIES:

Miami-Dade County licensed in janitorial, landscaping and mobile detailing. Also, we are certified by the US Small Business Administration in Janitorial, landscaping, facility management, along with vocational rehabilitation services. Our average yearly gross income averages [redacted] dollars. CCR registration and Dunn Bradstreet no. [redacted]. We have bonding capacity at [redacted] and we have $10,000,000.00 liability insurance as well as $500,000.00 for auto liability insurance.

In response to this ITB solicitation, please find our proposal which will include the relevant information as requested along with some additional information on our qualifications to provide professional landscaping services. Please find our responses as follows,

Business Award/Accomplishments; Miami-Dade Advisory Board Community Pillars Award 2022, US Dept of Labor MBDA Export Center Small Business Manufacturer of the Award 2019, Miami-Dade ISD Dept. Small Business of the Year Award 2019, Carrie Meek Business Award Outstanding Business Partner Award, and South Florida 2025 Top Workplace Award.

1. **Service Methodology, Experience and General Qualifications.**

ABS have provided landscaping services with a variety of large multi-facility contracts over a 25-year period. These contracts highlight the diversity of our experience and signify the breath of our operational knowledge in relation to managing the unique demands of large complex contracts. Most of our senior staff have AA, BA, MS, and MBA college degrees, and they have combined managerial experience of some one hundred twenty-five plus years (125) years. And sixty of these years were in managing large governmental complex contracts. As noted, our CEO has a BA degree and he has training and/or certifications in tree trimming & cutting, mulching, water conservation, tree cutting, and fertilization. Also, we employ a license Arborist, licensed fertilization applicator and a licensed "Ornamental Pest Control Applicator. Also, we will utilize "Swept", which is a commercial landscaping tool for scheduling, time tracking, messaging, language translation, supply tracking, work order assignments, and reporting. We use ADP along with T-Sheets for processing our large payroll and for tracking our employees' work hours. Also, for your information ABS hiring and background check

procedures involve sit down interviews, and when an individual is selected salary is discussed. References and police background checks are conducted at this stage. Also, during orientation, our company rules and regulations are discussed. We use E-Verify for vetting new staff and all new hires must present two forms of identification to complete an Employment Application. Our new hires sign a W-9 form and agreements acknowledging their consent to comply with our Drug and Alcohol Policy, OSHA Training, Safety Rules, and our Sexual Harassment Policy. We supply all our staff with company uniforms and ID badges. Our personnel selection process complies with all applicable laws to meet federal, state, and local guidelines. And we are an "Equal Opportunity Employer". `

2, Statement of Insurance, we have $1,000,000.00 of auto liability and $500,000.00 of workmen comp. We have a bonding capacity of up to [redacted].

3. Methodology, Work Schedule, Equipment List and if awarded, how soon can we begin work?

In our assessment of the manpower needs for this contract, we will have two separate service teams. The primary cutting team will consist of five (5) members, and the special project service team will consist of (2) members. The primary service team will be performing the bulk of the customary landscaping tasks, such as grass cutting, hedge trimming, pruning, and edging/blowing. The special project team will consist of two (2) members, and this team will be responsible for tasks such as weeding and littering. ABS on-sight team supervisor will be responsible for the day-to-day supervision of all eight (7) team members, and he will be responsible for ensuring all our contractual obligations are met. Our team supervisor has more than twenty (20) years of supervisory landscaping experience. Additionally, please be informed our staff have extensive experience related to hurricane debris clean-up work and we will be making all our services along with our heavy equipment available to Palmetto Bay in case of a natural disaster. We can start servicing this contract about two weeks after the contract is awarded. As mandated our work schedule will be 8am to 5pm from Monday to Friday. Doing summer months (rainy season) our cutting schedule will be every 10 days and doing the spring/summer months when the grass does not grow a lot our work schedule will be every 14 days. We have two small equipment mechanics employed, and our cutting blades will always be sharp for smooth cutting of grass, trees and hedge trimming etc. Our equipment list includes the following items,

1. (10) zero turn mowers, two zero turn mowers will be dedicated to contract
2. (6) hedge trimmers), three hedge trimmers will be dedicated to contract
3. (6) edgers, three edgers will be dedicated to contract
4. (6) backpack blowers, three blowers will be dedicated to this contract
5. (4) landscaping trucks with trailers, two trucks dedicated to this contract
6. (2) tree truck, one truck dedicated to contract
7. (4) Isuzu landscaping/dump trucks, two to be dedicated to this contract
8. (5) dump trailers, two to be dedicated to this contract
9. (2) grapple truck, one to be dedicated to dedicated to this contract
10. (4) Mulching machines, two to be dedicated to this contract
11. (2) backhoes & bob cat, as may be needed
12. (3) stump grinders, as may be needed
13. Ride on street sweeper/pressure washer, as may be needed
14. pole saws/assortment of handheld tools, two saws to be dedicated to contract

4. **Our transition plan schedule from the time of the award recommendation.**

We understand that the key to providing quality services starts with preparation. After the award the planning process leading to the implementation of the contract will involve a lot of meetings with Palmetto Bay managers as well as our supervisors to again review our contractual obligations and to implement the following activities:

A. Week (1) we will be meeting with Palmetto Bay managers to review compliance with contract requirements, and we will be starting the process of interviewing staff. As needed and as available we will be prioritizing the hiring of staff from the current contractor who resides in Palmetto Bay. We will be starting the implementation of our Quality Assurance Program.

B. Week (2) we start training new staff and we will again reassess resource requirements for servicing and scheduling work for multiple locations. In addition, we will be refining our quality assurance procedures with supervisors as well as reviewing possible areas of concern regarding contract implementation. In addition, we will continue our meetings with supervisory staff to review standards and rules, and we will be reassessing possible site location issues. Also, we will continue discussions regarding logistical issues related to servicing multiple locations. In addition, we will be making decisions regarding staffing of our positions with our new hires who have completed their training, and we will start implementing our job coaching program.

C. 48 hours prior to starting contract.

1.Confirm staffing requirements and work schedules have been met.
2. Continue meetings with your personnel and our staff
3. Continue process of reviewing priorities for startup with everyone.
4. Continue meetings as needed to again confirm start up information.
5. Confirm start times, duty locations, and staffing responsibilities.

D. Day before starting contract.

1. Review again all staffing assignments and coordinate with all employees' first day duties.
2. Complete tasks from priority list; equipment, supplies, staffing, duty locations
3. Confirm assignments again and the grouping of team members to supervisors.
4. Reviewing and refining quality assurance program.

E. Day after starting contract, meet again with Broward Housing staff and our supervisory staff to get feedback and resolve issues. Adjust as needed to ensure quality control measures are being implemented. Also, continue to monitor all aspects of service program and discuss relevant issues and concerns and adjust as needed to ensure quality services are being provided.

F. Week after starting the contract we will continue our meetings with Broward Housing supervisors and our staff to ensure there are no service issues.

5. **Our bid price considers the necessary equipment and personnel required to complete the tasks on time and within the scheduled timeframe given.**

Our pricing was based on our twenty-five (25) plus years of experience managing successfully large municipal government contracts, to which labor and supply costs are considerable. Additionally, we understand the second most costly aspect of servicing larger contracts revolves around accurately assessing the amount of labor required. We will be employing two work teams consisting of (5) members. Also, doing the initial phase of the contract in cutting team will have one additional alternate staff member for each cutting team to ensure all service work is done within the five (5) day service schedule.

6. **Our bid does consider contingency equipment needs for emergencies and all economic factors, including but not limited to, Living Wage adjustments, minimum wage requirements, and any other factors that might affect pricing.**

We have allowed inflation at .03% per year in the price of this contract. Also, our bid pricing considers the costs for approved federal holidays, along with sick and annual leave for our tenured qualified employees. We have minimal debt and consequently we will have available resources to acquire additional staffing, equipment, and supplies if needed to accommodate unforeseen emergencies. As may be necessary in the event of a natural disaster, whereby hurricane debris clean-up may be needed. For emergency situations we maintain a three-month supply of PPE equipment (including disinfectants/bleach/soaps) and 1000-gallon gasoline for our vehicles. Several of our staff are HAZWOPER certified (Hazardous Waste Operations and Emergency Response). We are an authorized State of Florida approved dispenser of propane. These services and equipment will be available for Broward Housing usage.

7. Our firm complies with CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY REQUIREMENTS

Because of our many years servicing governmental contracts, our onboarding of new staff includes level two background checks. Consequently, we have a large database of existing staff as well as pending hiring candidates with no or insignificant criminal records. As a priority we will be looking to training and hiring Broward County Housing residents.

8) **Able Business hiring and background check procedures**

ABS conducts sit-down interviews, and when an individual is selected salary is discussed. During the time between the interview's orientation meetings occur and references are checked as well as police background checks through the County Police Department. During orientation, our company rules and regulations are discussed. All new staff must present two forms of identification and complete an Employment Application, W-9 form and sign agreements acknowledging their consent to comply with our Drug and Alcohol Policy, OSHA Training, Safety Rules, and our Sexual Harassment Policy. We supply all our staff with company uniforms and ID badges. Our personnel selection process complies with all applicable laws to meet federal, state, and local guidelines. We are an Equal Opportunity Employer, and hiring is done regardless of race, gender, ethnic origin, or sexual orientation.

9). **NEW EMPLOYEE TRAINING-** We provide our as necessary our unskilled landscapers an opportunity to participate in a paid virtual landscaping classroom training program. In addition to our regular landscaping training program, we also offer a paid life skill training course to the chronically unemployed and US veterans in our community. This life support training course has been helpful in improving our special needs applicants' ability to maintain

competitive jobs.

10) **COMPARABLE PAST CONTRACTS**

A. Dept of the Navy-Naval Station, contract value $25,000.00, year 2007. We were an 8a certified SBE/DBE business with Federal Gov't and we were contracted to provide the USS Main Memorial in Key West with landscaping services to include, extraction of old grass and installation of new grass and we were required to provide the usual landscaping maintenance services within strict landscaping guidelines of the "Association of Landscaping Contractors of America" standards.

B. Jackson Health Systems, Contract value $500,000 plus since 2016. Nicole Lastra-Environmental Manager JHS Long Term Care (786) 446-3366, Nakia Williams-JHS Main, njohnson2@jhsmiami.com, and Aracel Armas-JHS- West (786) 466-01065. We have provided landscaping services to various JHS facilities since 2016 and from 2016 to 2019 we serviced four (4) of their main hospitals and six clinics. The main hospitals were serviced for a three-year period, and we have currently been servicing since October 2023 JHS-West. Since 2016 our provisions have included routine landscaping work such as grass cutting, tree cutting, irrigation repair, mulching, and fertilization. Also, we have provided JHS with hurricane debris clean-up.

C. Miami International Airport, Contract value $5,000,000.00, 1913-1918 -Derba Charles (786) 385-5807, dcharles@miami-airport.com this was a full-service landscaping contract and service provisions included grass cutting, hedge trimming, mulching, fertilization of trees/shrubbery, weed abatement, and daily littering of MIA. We worked extensively with Henry Mayer and the UF/IPAS Miami-Dade County extension office in diagnosing tree and plant diseases.

D. Urban Construction and Academy, contract value $100,000.00, William Dozier, (305) 303-4635, wdozier@dozieranddozier.com, this is an ongoing contract relationship since 2019, and we assist this construction company with the installation of new landscaping, and debris removal services. Services have also included tree trimming, installation of grass, installation and repair of sprinkler systems.

E. Department of Environmental Service/Bill Baggs Park, Shawn Allen, Park Manger, (305) 230-0174, contracted for one year in 2006 to provide landscaping services for 150 acres, usual service provisions included grass mowing, edging, trimming, debris and weeding.

F. Miami-Dade County Parks (RAAM Division), contract values over $300,000.00. over three years. Fernando Rivera, (305)521-0695, Fernando.rivera@miamidade.gov. and Joel Perez, Superintendent, joelperez3@miamidade.gov, our initial one-year landscaping contract was in 2018, and this was a full-service landscaping contract whereby we serviced six large County parks. Since 2021 on a as needed basis, we are providing a full array of landscaping servicing for various County parks all over Miami Dade County. The usual services provision has included tree and plant installation/trimming, grass cutting, mulching, fertilization etc.

G. Miami Dade Community Action Agency, Hollis Price (305) 487-1105, hollis.price@miamidade.gov, 6/23 ongoing as need present itself, we are in a pool contract to provide debris cleaning, tree maintenance and other landscaping services on a as needed ongoing basis for Miami-Dade County Public Housing.

H. The Bookhardt Group, Aldon Bookhardt, President, (321) 360-9377, aldon@bookhardt.com, since 2002 to present on a as needed basis, we assist this construction company with landscaping install services for their construction projects and with debris removal.

I. City of Miramar, contract value, $120,000, from 2023 to present, Holly A. Hicks Assistant. Director of Parks and Recreational Services, (954) 602-3171, h.hicks@miramarfl.gov, this is a customary landscaping contract with bimonthly cutting cycles, which includes grass cutting, edging and hedge trimming for four municipal county parks.

J. Town of Miami Lakes, contract valued $120,000, 2023 to present, Jose Orellana, (305) 364-6100 x 1139), orellanaj@miamilakesfl.gov, Green Space Maintenance Superintendent, this is a customary landscaping contract with bimonthly cutting cycle, which includes grass cutting, edging and hedge trimming for city and state roads. MOT guidelines are applicable for working in busy state and municipal roads.

Mr. William Berry, President/CEO

Able Business Service, Inc.

COMPARABLE PAST CONTRACTS

A. Dept of the Navy-Naval Station, contract value $25,000.00, year 2007. We were an 8a certified SBE/DBE business with Federal Gov't and we were contracted to provide the USS Main Memorial in Key West with landscaping services to include, extraction of old grass and installation of new grass and we were required to provide the usual landscaping maintenance services within strict landscaping guidelines of the "Association of Landscaping Contractors of America" standards.

B. Jackson Health Systems, Contract value $500,000 plus since 2016. Nicole Lastra-Environmental Manager JHS Long Term Care (786) 446-3366, Nakia Williams-JHS Main, njohnson2@jhsmiami.com, and Aracel Armas-JHS- West (786) 466-01065. We have provided landscaping services to various JHS facilities since 2016 and from 2016 to 2019 we serviced four (4) of their main hospitals and six clinics. The main hospitals were serviced for a three-year period, and we have currently been servicing since October 2023 JHS-West. Since 2016 our provisions have included routine landscaping work such as grass cutting, tree cutting, irrigation repair, mulching, and fertilization. Also, we have provided JHS with hurricane debris clean-up.

C. Miami International Airport, Contract value $5,000,000.00, 1913-1918 -Derba Charles (786) 385-5807, dcharles@miami-airport.com this was a full-service landscaping contract and service provisions included grass cutting, hedge trimming, mulching, fertilization of trees/shrubbery, weed abatement, and daily littering of MIA. We worked extensively with Henry Mayer and the UF/IPAS Miami-Dade County extension office in diagnosing tree and plant diseases.

D. Urban Construction and Academy, contract value $100,000.00, William Dozier, (305) 303-4635, wdozier@dozieranddozier.com, this is an ongoing contract relationship since 2019, and we assist this construction company with the installation of new landscaping, and debris removal services. Services have also included tree trimming, installation of grass, installation and repair of sprinkler systems.

E. Department of Environmental Service/Bill Baggs Park, Shawn Allen, Park Manger, (305) 230-0174, contracted for one year in 2006 to provide landscaping services for 150 acres, usual service provisions included grass mowing, edging, trimming, debris and weeding.

F. Miami-Dade County Parks (RAAM Division), contract values over $300,000.00. over three years. Fernando Rivera, (305)521-0695, Fernando.rivera@miamidade.gov. and Joel Perez, Superintendent, joelperez3@miamidade.gov, our initial one-year landscaping contract was in 2018, and this was a full-service landscaping contract whereby we serviced six large County parks. Since 2021 on a as needed basis, we are

providing a full array of landscaping servicing for various County parks all over Miami Dade County. The usual services provision has included tree and plant installation/trimming, grass cutting, mulching, fertilization etc.

G. Miami Dade Community Action Agency, Hollis Price (305) 487-1105, hollis.price@miamidade.gov, 6/23 ongoing as need present itself, we are in a pool contract to provide debris cleaning, tree maintenance and other landscaping services on a as needed ongoing basis for Miami-Dade County Public Housing.

H. The Bookhardt Group, Aldon Bookhardt, President, (321) 360-9377, aldon@bookhardt.com, since 2002 to present on a as needed basis, we assist this construction company with landscaping install services for their construction projects and with debris removal.

I. City of Miramar, contract value, $120,000, from 2023 to present, Holly A. Hicks Assistant. Director of Parks and Recreational Services, (954) 602-3171, h.hicks@miramarfl.gov, this is a customary landscaping contract with bimonthly cutting cycles, which includes grass cutting, edging and hedge trimming for four municipal county parks.

J. Town of Miami Lakes, contract valued $120,000, 2023 to present, Jose Orellana, (305) 364-6100 x 1139), orellanaj@miamilakesfl.gov, Green Space Maintenance Superintendent, this is a customary landscaping contract with bimonthly cutting cycle, which includes grass cutting, edging and hedge trimming for city and state roads. MOT guidelines are applicable for working in busy state and municipal roads.

Mr. William Berry, President/CEO

The International Society of Arboriculture

Hereby Announces That

Ore Navarro

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

31 January 2004	30 June 2028	FL-1261A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26507

STALLINGS, JAMES JEFFERY
P.O. BOX 201
ALTURAS, FL 33820

Categories
5A, 21, 6

Issued: January 17, 2020 **Expires: January 31, 2024**

Signature of Licensee

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21147

SCHWARTZ, JAMES R
9820 SCOTT MILL ROAD
JACKSONVILLE, FL 32257

Categories
10, 6, 5A, 21, 3

Issued: July 12, 2023

Expires: June 30, 2027

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1000.00
Public Services: 9495 SW 180th Street	$ 1000.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 3000.00
Shrubs	$ 1000.00
Weed Control	$ 1000.00
Total Services Per Month	$ 5000.00
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 3000.00
Shrubs	$ 1000.00
Weed Control	$ 1000.00
Total Services Per Month	$ 5000.00
Old Cutler Road & SW 184th Street	$ 3000.00
SW 174th Street Chicanes	$ 3000.00
SW 184th Street Between 94th Avenue & 84th Court	$ 3000.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 3000.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 3000.00
SW 87th Avenue & 168th Street Traffic Circle	$ 3000.00
BID TOTAL	$ 30,000.00 monthly

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

William Berry
Name: (Please Print)

William Berry, CEO — 3/1/26
Signature: / Title: / Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ ~~1000.00~~ $1,000.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 30.00
Pool Covering	Standard size 15' X 30'	$ 300.00 – $500.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ ~~650~~ 650.00 – 650.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 125.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 50.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

William Berry
Name: (Please Print)

William Berry CEO 8/1/26
Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)
Forty-Five (45) gallon Potted or Burlapped tree $ 650.00

Shrubs and Ground Cover (Installation only)
One (1) gallon potted plant $ 15.00
Three (3) gallon potted plant $ 45.00
Seven (7) gallon potted plant $ 60.00
MULCH (includes product and installation)
Organic Playground Mulch (1/2 inch- 3/4inch dia.) per cubic yard $ 135.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.) per cubic yard $ 130.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.) per cubic yard $ 125.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.) per cubic yard $ 150.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 15.00

Tree Removal:

Oak Tree (cost per feet – height) $ 24.00
Pine Tree (cost per feet – height) $ 24.00
Palm Tree (cost per feet – height) $ 14.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

William Berry
Name: (Please Print)

William Berry CEO 4/1/26
Signature: Title: Date:

Company Name:	Phone Number:
Able Business Services, Inc	(305) 636-5099
Mailing Address:	**Fax Number:**
1234 NW 79 st, Miami Fla 33147	(305) 638-8082
Bid Contact Person:	**F.E.I.D Number:**
William Berry	65-1156651
Title:	**Email Address:**
CEO	ablmaint1@bellsouth.net

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature of Official: William Berry
Name: William Berry
Title: CEO
Company: Able Business Services, Inc
Date: 3/31/26

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Able Business Services

Date Addendum Received 4/1/26

Total Pages of Addendum including Acknowledgement 2

Print Name William Berry

Signature William Berry

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: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Able Business Services, Inc

Date Addendum Received 3/30/26

Total Pages of Addendum including Acknowledgement 3

Print Name William Berry

Signature William Berry

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor ABC Business Services

Date Addendum Received 3/26/26

Total Pages of Addendum including Acknowledgement 16

Print Name William Berry

Signature William Berry

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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services

Date: 3/31/25

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Arborist	Ote Navarro	200 Wilkins Blvd Rd	(305) 776-4574
James Spark	Ornamental Pesticide	9820 SW 72 St	305-377-5339
Ornamental Pesticide	Jeffrey Stalling	PO Box [illegible]	305-377-5339

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Urban 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: Installation of new landscaping on construction projects to include debris removal, and sprinkler installation.

Initial Value of Contract: 200,000.00 in 2021 Final Value of Contract: 1,000,000 to date

Length of Contract: 2021 to present

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 good company to work with

Name of Public Entity/Company: ____

Name of Individual completing this form: William Dozier

Signature: William Dozier Title: President

Telephone: (305) 303-4635 Email: info@urbancca.net

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

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each proposal must be accompanied by a list of at least ***four (4)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – Auditing Services
Request for Proposal No. 2026-06-008

Name of Company: Tootie's Grocery, 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: Installation and maintenance of new landscaping, including various trees and palms, along with a sprinkler system. Ongoing lawn maintenance, shrub trimming, tree trimming, sprinkler system maintenance, and lawn spraying for bugs and weeds

Initial Value of Contract: $1,500,000.00 Final Value of Contract: $1,520,000.00

Length of Contract: Five Years

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Able Business Services has provided outstanding service, from the installation of all our landscaping to the ongoing maintenance of Tootie's Grocery.

Name of Public Entity/Company: ____

Name of Individual completing this form: Aldon Bookhardt

Signature: Aldon Bookhardt Title: Owner

Telephone: 321-567-5548 Email: aldon@tooties.net

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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services

Date: 3/31/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

William Berry being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Able Business Services, 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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc

Date: 3/31/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Cadine O'Connor
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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 William Berry

For Able Business Services, Inc

Whose business address is: 1234 NW 79th Mia. Fla 53147

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: William Berry

Name (typed): William Berry

Title: President

Company: Able Business Services

Date: 4/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Cadine O'Connor

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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: William Berry, CEO
(print individual's name and title)

for: Able Business Services, Inc' / William Berry CEO
(print name of entity submitting sworn statement)

whose business address is: 1234 NW 79 St Mia Fl 33147

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1156551

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: William Berry

Name (typed): William Berry

Title: President

Company: Able Business Services, Inc

Date: 3/31/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berry He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Cadine O'Connor
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

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, William Berry 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:

65-1156555
Federal Employer Identification Number (If none, Social Security Number)

Able Business Services, Inc
Name of Entity, Individual, Partners or Corporation

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

1234 NW 79 St Miami, FL 33147
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
William Berry	1234 NW 79 St. Miami	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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services

Date: 3/31/26

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berg. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Cadine O'Connor
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Able Business Services Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-006, 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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc!

Date: 3/31/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.: 65-1156531
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: William Berry

Name (typed): William Berry

Title: CEO

Company: Able Business Services, Inc

Date: 3/31/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026 by William Berry. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

WITNESS my hand and official seal

Cadine O'Connor

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 3/31/26 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: William Berry

Name (typed): William Berry

Title: President

Company: Able Business Services, INC

Date: 3/31/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, William Berry (the individual attesting below), being duly authorized by and on behalf of Able Business Services (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 31 day of March, 2026

William Berry

Signature of Affiant

Print or Type Name: William Berry

State of Florida)
) ss.: 65-1156551
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 1st day of April, 2026, by William Berry. He/She was _____ personally known, X or produced Florida Driver License as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 1st day of April, 2026
My Commission Expires: April 05, 2027

Cadine O'Connor
Notary Public

NHCS – E-Verify 081815

Notary Public State of Florida
Cadine O'Connor
My Commission HH 339257
Expires 4/5/2027

Foreign Country of Concern Attestation

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

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: William Berry

Title: President / CEO

Signature: William Berry Date: 3/31/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Able Business Services, Inc! ("**Company**")
Vendor FEIN: 65-1156551
Address: 1234 NW 79 st
City: Miami State: Fla Zip: 33147
Phone number: (305)-636-5099 Email Address: ablmaint1@bellsouth.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: William Berry
Title: CEO
Signature: William Berry
Date: 3/31/26

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)
Able Business Services 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.)
1234 NW 79 St

Requester's name and address (optional)

City, state, and ZIP code
Miami, Fla 33147

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 - 1156551

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 ▶ William Berry Date ▶ 3/31/26

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.

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

   William Berry, CEO

   (print individual's name and title)

   For: Able Business Services, Inc

   (print name of programming entity/vendor/organization submitting sworn statement)

   Whose business address is 1234 NW 79 St

   Miami, Fla 33147

   And its Federal Employer Identification Number (FEIN) is

   65-1156551

   If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, William Berry CEO, am duly authorized to make this sworn statement
   (Print individuals name and title)

   On behalf of:

   Able Business Services, Inc.

   (Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Able Business Services has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

William Berry (Print Name) | William Berry (Signature) | 3/31/26 Date

Sworn to and subscribed before me this 2nd day of April, 2026.

☐ Personally known to me, or ☑ Produced Identification. FL DL Exp: 08/16/2027.
(Type of identification)

Shailette Cruz
Notary Public – State of Florida

SHAILETTE CRUZ
Notary Public - State of Florida
Commission # HH 434968
My Comm. Expires Aug 17, 2027

My commission expires Aug 17th, 2027; _____.
(Print or stamped commissioned name of notary public.

INTRODUCTION LETTER

As a representative of Arazoza Brothers Maintenance, I would like to express our gratitude for considering us for your future landscape maintenance services provider. We understand that maintaining a beautiful and well-maintained lawn requires more than just cutting the grass. It requires consistent and timely landscaping services to keep your outdoor space looking its best throughout the year.

Our team of experts is equipped with the knowledge and experience to provide a full range of services to keep your property looking its best. We offer services that include lawn care, hedge trimming, tree pruning, plant health care, and irrigation system installation and maintenance. Our goal is to ensure that your lawn and landscape remain healthy, vibrant, and attractive throughout the year, regardless of the season or weather conditions.

At Arazoza Brothers Maintenance, we take pride in our attention to detail and commitment to quality. We understand that each property has unique needs, and we work closely with our clients to develop a customized maintenance plan that meets their specific requirements and budget. Our team of professionals uses advanced software and equipment to ensure accurate scheduling, efficient work processes, and timely completion of all projects.

We value open communication with our clients and believe that regular on-site visits are essential to identify any maintenance issues before they become a problem. We provide our clients with regular updates on our progress and any issues that may arise, ensuring complete transparency throughout the maintenance process.

We are dedicated to building long-lasting partnerships based on trust and mutual respect. We value hard work and strive to exceed our clients' expectations with exceptional service and attention to detail. Thank you for considering Arazoza Brothers Maintenance as your landscape maintenance partner. We look forward to the opportunity to work with Monterra and keep your building looking beautiful for years to come.

Sincerely,

Jonathan Hernandez, South Florida Maintenance Division – Business Developer

7027 SW 87th Court

Miami, FL 33173

305-401-6273

jedward@arazozabrothers.com

Together We Cover More Ground

Hands-On Ownership Involvement

Family owned and operated since 1988

Overall Organization Experience

Arazoza Brothers is Florida's leading Commercial Landscape company. We take pride in delivering consistently excellent results for clients across the state, throughout the lifespan of their landscapes. Our Maintenance Division provides a wide variety of landscape management services to keep your property looking beautiful year-round. Throughout each project, our landscape supervisors inspect the property, guaranteeing the highest quality of work.

As you manage your site(s), you face balancing the visual impact of your property against the cost of sustaining and protecting your investment. Our partnership ensures your landscape needs are covered from maintenance, fertilization, tree care, weed and pest management, storm preparedness and response, and exterior upkeep services.

Beautiful year-round landscaping makes an important positive impression on visitors, tenants and employees. You can count on Arazoza Brother's commercial landscape maintenance crews to give your property the reputation of quality. Our team provides the expertise necessary to care for your turf, trees, shrubs, and plants – providing a natural environment that enhances the appeal of all of your properties. Our property management service team will provide you professional services within a schedule that you can rely on – leaving you with precious time and resources to devote to the many other challenges of running your business.

Existing Landscape Renovation

You can evolve and improve the value of your property with smart and cost-effective enhancements, such as mulching and as-needed renovations.

Irrigation Maintenance

As one of Florida's leading irrigation companies, Arazoza Brothers is staffed by a team of fully licensed and insured professionals trained in the industry's latest Irrigation Maintenance practices. A little preventative maintenance can go a long way in stopping problems before they arise, preventing malfunctions, and keeping your lawn lush, healthy, and green.

- Inspecting wires on all controller and valves
- Updating controller settings, times, and dates
- Replacing back up batteries if needed
- Cleaning nozzles
- Straightening sprinkler heads
- Cleaning filters on reclaimed and well-water systems
- Inspecting for leaks, broken pipes, and any areas that may cause high water bills
- Checking backflow device



Alberto Arazoza
President

Education
University of Florida, Gainesville, Bachelor of Science in Business Administration 1984-87.

Florida International University Master of Landscape Architect Completed 2 of 3 years of program.

Areas of Specialization
Florida Licensed General Contractor. Licensed Irrigation Contractor for Dade, Broward, Palm Beach Counties.

Professional Affiliations
Engineering Contractors Association Member
Board Member 2004-06
Vice President 2005-06

Florida Farm Bureau Board Member

Political Action Committee Chair

University of Florida IFAS Chair Advisory Committee Member

FNGLA Member

Latin Business Association Member-
Awarded LBA Landscape Contractor of the Year-2014, 2017

Riviera Country Club Member 1998-Current

Certifications
State of Florida Certified Contractor CGC1506166 Exp 8/18
State of Florida Certified Irrigation Contractor SCC131151972 Exp 08/18

Arazoza Brothers Corporation

(February 1988 to Present)

President

My responsibilities include, but are not limited to: Managing the daily in-house operation, project sales, project design, preparing and finalizing all project bids, securing financial sources, overseeing collections, and supervising employees and office staff. Responsible for sales, marketing, advertising, and daily contact with general public. Responsible for budgeting projects to secure the financial needs of the operation.

Agri Brothers Corp.,

(Oct 1995 to Present)

President

My responsibilities include, but are not limited to: managing and overseeing the operations of over 30 acres of wholesale nursery materials, securing financial sources, overseeing collections, and supervising employees and office staff.

Eduardo Arazoza
Vice President

Education
Valley Forge Military Academy

Areas of Specialization
Florida Certified Landscape Contractor License.

Professional Affiliations
FNGLA Member
FNGLA Board Member

Engineering Contractors Association Member

Riviera Country Club Member

Certifications
FNGLA Florida Certified Landscape Contractor

Arazoza Brothers Corporation

(February 1988 to Present)

Vice President

My responsibilities include, but not limited to: Managing the daily field operations, supervising 65 employees in the field and superintendents, project management, layout, landscape design, purchasing of plants, equipment, and materials. Responsible for continuous research in the plant industry, ensured up-to-date techniques and procedures in the maintenance and installation of new material.

Agri Brothers Corp.

(October 1995 to Present)

Vice- President

My responsibilities include, but are not limited to: managing and overseeing the operations and production of over 30 acres of wholesale nursery materials, project inventory requirements, analyze plant production, and supervising employees.

Costa Nursery Farms

(July 1982 to January 1988)

Sales Manager

Solicited new accounts, ensured customer satisfaction, and secured prompt delivery of orders.

Production Manager

Analyzed plant production, inspected plants for diseases and growth schedules, and projected all inventory requirements.

Alberto Arazoza Jr.

Account Manager – Miami-Fort Lauderdale

Professional Qualifications

Mr. Arazoza Jr. brings a lifelong foundation in the commercial landscaping and agricultural industry, having been immersed in every facet of Arazoza Brothers' operations since its inception. This deep-rooted experience is complemented by a degree in Food and Agribusiness Marketing and Management from the University of Florida. His background spans from hands-on field production and regional business development to high-level account management. By combining technical agricultural knowledge with a comprehensive understanding of the company's internal divisions, Mr. Arazoza effectively bridges the gap between field execution and strategic client growth.

YEARS OF EXPERIENCE

3+ years post-graduate professional experience

EDUCATION

University of Florida

Bachelor of Science: Food and Agribusiness Marketing and Management Graduated: May 2023

Work History

Arazoza Brothers – Account Manager *April 2024 – Present | Miami-Fort Lauderdale Area*

Manages a diverse portfolio of commercial accounts, ensuring strict adherence to contract compliance and client quality standards.

Serves as the primary liaison between field operations and client stakeholders to ensure seamless service delivery and long-term retention.

Identifies and executes enhancement opportunities and cross-selling strategies to drive regional revenue growth.

Monitors site health and aesthetics to proactively resolve issues before they impact client satisfaction.

Arazoza Brothers – Business Developer *December 2023 – April 2024 | Northeast Florida*

Spearheaded market expansion efforts in the Northeast Florida region, identifying new commercial and municipal opportunities.

Developed strategic partnerships and cultivated a pipeline of prospective clients to establish a brand presence in a competitive market.

Analyzed regional market trends to align service offerings with local environmental and economic demands.

Arazoza Brothers – Production Manager *June 2023 – December 2023 | Jacksonville, Florida*

Oversaw daily field operations, including crew scheduling, labor allocation, and equipment logistics for large-scale commercial projects.

Ensured high-quality production standards through rigorous on-site inspections and safety compliance monitoring.

Managed material procurement and inventory to maintain project timelines and budget integrity.

Arazoza Brothers – Rotational Operations (Lifelong) *Birth – May 2023*

Gained comprehensive exposure to every division of the company, including field labor, irrigation, fleet maintenance, and administrative support.

Developed a foundational understanding of the "Arazoza Way," focusing on the core values of quality, efficiency, and family-driven service.

Jonathan Hernandez

South Florida Maintenance Division – Business Developer

Professional Qualifications

A driven Landscape Manager with 8+years of successful administrative and operations management. Highly skilled in cultivating and leading high-performance, operations, finance and sales teams focused on exceeding business objectives. His focus and strengths lie in cultivation and retention of long-term client relationships as well as retaining a strong team while creating a path for growth.

YEARS OF EXPERIENCE
9+ Years

Work History

Arazoza Brothers, Branch Manager

2022-2025

Develop branch wide strategic business plan, set goals for future growth, via organic growth. Setting a multi-million dollar goal for the next 10 years. Sets training for all team members. Develop and enforce company policies in regards to safety, budgets, financial performance and reporting. Hire and develop management, production and sales teams. Establish long term relationships with organizations and customers aid in system and procedure development to roll out state wide. Report progress to ownership, participate in large construction and landscape installation to improve transition of Construction jobs to our maintenance division.

Arazoza Brothers, Project Manager

2016-2022

As a Project Manager for Arazoza Brothers, I thrived in forming relationships with developers and designers, to create landscape concepts on new luxury high-rises. Projects have ranged from Armani Casa, SLS Lux, Mary Brickell Village, Paraiso District and 1000 Museum - by Zaha Hadid.



Jonathan Hernandez
Branch Manager
T: (305) 246-3223 | **M:** (305) 401-6273
E: jedward@arazozabrothers.com | www.arazozabrothers.com
7027 SW 87th Court Miami FL, 33173

Arazoza Brothers Corp.

Knowledge and Skills

Attention to detail, forward thinking planner working within design and budget constraints to meet customer needs. Great relationship builder with customers, municipalities, managers, vendors and the like.

Extensive knowledge in horticultural practices with disease, insect and plant id. Creation of landscape designs, estimating and sales. Team building and employee motivation.

Marcello Seiple

Branch Manager- Palm Beach

Professional Qualifications

Mr. Seiple brings over 15 years of experience in the commercial landscape industry, with a background spanning field operations, supervision, and account management. He has managed commercial and municipal accounts with direct responsibility for customer satisfaction, budget performance, and contract compliance. His hands-on experience leading crews, combined with his role overseeing P&L performance and client relationships, allow him to effectively align field execution with client expectations.

Work History

Arazoza Brothers – Branch Manager

January 2025 – Present

•Manages day-to-day operations of a commercial landscaping branch over-Seeing personnel, scheduling, equipment, and budgets

•Directed branch performance by leading account managers and field teams, controlling labor and material costs, maintaining high levels of client satisfaction and contract compliance

Impact Landscaping and Irrigation – Account Manager

February 2023 – January 2025

•Performed regular review of customer account to ensure contractual compliance and meet and/or exceed customer expectation's while adhering to budgets

•Creating monthly reports outlining the financial status of customers' accounts

•Streamlined processes for greater efficiency and cost savings

•Monitored and reported on key performance indicators to ensure efficient operations

•Identified up-sell, cross-sell, and renewal opportunities to improve customer satisfaction and increase profits

Brightview Landscaping – Account Manager

February 2018 – October 2023

•Managed a portfolio of accounts by providing timely support and guidance

•Cultivated strong client relationships through proactive communication and problem-solving

•Reviewed account activity reports to identify opportunities to increase sales and retain existing customers

•Resolved customer issues in a timely manner while maintaining a working relationship

Excel Landscaping – Account Manager

April 2008 – September 2018

•Built and maintained pipeline that supported monthly, quarterly, and annual goal

•Developed strategies for improving efficiency, productivity, quality control and cost reduction in the workplace

•Updated client information, contract changes and product prices in company databases

•Maintained company vehicles, equipment and tools in good working order

YEARS OF EXPERIENCE

15 years

Management Skills

Branch Operations

Branch oversight
Route Planning
Crew Allocation
Production Scheduling
Equipment Management
Fleet Oversight
Safety Compliance
Quality Control

Financial Management

P&L Management
Budget Control
Cost Management
Labor Forecasting
Margin Improvement
Financial Reporting

Client Management

Client Relations
Contract Compliance
Issue Resolution
Account Oversight

Scott Arciniega

Vice President of Maintenance

Professional Qualifications

Mr. Arciniega has been involved in the landscape green industry for over 30 years. He moved from working as a Landscape Business Consultant back into leading and managing landscape commercial business operations. As the lead trainer for the Market Optimization Team, he coordinated and delivered training sessions throughout the BrightView merger between ValleyCrest and Brickman. His career includes extensive hands-on experience in landscape maintenance and management, ranging from field gardener to operations executive. He began his college career in landscape architecture before shifting his passion to horticulture, and he also has valuable experience in both the retail and wholesale nursery sectors.

Work History

Arazoza Brothers – Vice President
December 2024 – Present
•Lead and Manage the current Maintenance Division of Arazoza Brothers
•Responsible for growth and development of maintenance division including sales, operations, people development and financial security of the business

ADVANCE Consulting Group, Senior Partner, Nationwide
February 2018 – December 2024
•Consulting and training firm for the landscape industry
•Assess businesses to identify improvements aligned with short- and long-term goals
•Develop and deliver targeted learning sessions using multiple techniques
•Offer coaching and mentoring for all leadership and management levels
•Coach and Mentor Landscape management in the landscape field including landscape quality and efficiency
•Develop systems for companies across the country based on business needs

MGM, Director of Customer Experience, Baton Rouge, LA
August 2017 – January 2018
•Streamlined company processes through training and coaching to enhance customer experience
•Led strategic planning with all field and management team to improve landscape quality and customer service
•Acted as liaison across all organizational levels, promoting team culture and employee growth
•Developed and launched management training in customer service, employee development, finance, and operations

BrightView Landscape Services, Operational Trainer, Nationwide
November 2014 – July 2017
•Supported the ValleyCrest–Brickman merger at BrightView
•Developed and delivered training materials for 150 branch teams nationwide
•Implemented a new operating structure emphasizing customer relationship management, quality, and leadership
•Provided targeted follow-up training for Account Managers and Production Managers
•Partnered with IT to create mobile application tools

YEARS OF EXPERIENCE

30 years

CERTIFICATIONS

Nationally Certified CAMICB (Community Association Managers International Certification Board) Trainer

Certified by the Nevada Department of Business and Industry Real Estate Division to deliver approved landscape training courses

Certified by CAI Nevada to deliver approved landscape training courses

Certified Instructor by the Texas Real Estate Commission MCE TREC ID# 1000003459; License # 1545

InsideOut Development certified trainer

DDI certified 'Target Select' trainer

EDUCATION

University of Cal State Pomona, Pomona, CA
Bachelor of Science degree in Ornamental Horticulture, emphasis in Landscape Construction June 1996

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

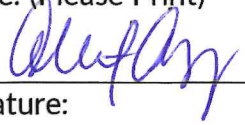
1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$2,500.00
Public Services: 9495 SW 180th Street	$875.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$1,000.00
Shrubs	$300.00
Weed Control	$158.00
Total Services Per Month	$1,458.00
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$4,000.00
Shrubs	$1,750.00
Weed Control	$1,000.00
Total Services Per Month	$6,750.00
Old Cutler Road & SW 184th Street	$5,000.00
SW 174th Street Chicanes	$4,000.00
SW 184th Street Between 94th Avenue & 84th Court	$20,800.00
SW 82nd Avenue & 160th Street Traffic Circle	$5,500.00
SW 82nd Avenue & 168th Street Traffic Circle	$5,500.00
SW 87th Avenue & 168th Street Traffic Circle	$5,500.00
BID TOTAL.....	$185,300.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Alberto Arazoza - Arazoza Brothers Corporation

Name: (Please Print)



President

04/02/2026

Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$250.00
Residential – Debris Collection and Disposal	Cubic Yard	$250.00
Pool Covering	Standard size 15' X 30'	$650.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$950.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$1,950.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$250.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Alberto Arazoza - Arazoza Brothers Corporation

Name: (Please Print)

Signature:	Title:	Date:
	President	04/02/2026

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)

Forty-Five (45) gallon Potted or Burlapped tree	$185.00

Shrubs and Ground Cover (Installation only)

One (1) gallon potted plant	$6.00
Three (3) gallon potted plant	$10.00
Seven (7) gallon potted plant	$15.00

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$75.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$75.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$75.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$75.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter	$350.00

Tree Removal:

Oak Tree (cost per feet – height)	$75.00
Pine Tree (cost per feet – height)	$75.00
Palm Tree (cost per feet – height)	$55.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Alberto Arazoza - Arazoza Brothers Corporation

Name: (Please Print)

Signature: | President (Title:) | 04/02/2026 (Date:)

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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
No Subs to be utilized			

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: Village-Wide Landscaping and Maintenance (PS and Code) Invitation to Bid No. 2026-11-006

Name of Company: Arazoza Brothers 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: Landscape and irrigation maintenance services including mowing, trimming, edging, weed control, litter removal, irrigation system inspections and repairs, and general upkeep of public rights of way and facilities.

Initial Value of Contract: $949,805.82 Final Value of Contract: 2nd term value is $981,266.42

Length of Contract: One year with (2) one year renewals

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:

Arazoza has been one of the better vendors to work with since I got here a year ago. Very responsive and professional.

Name of Public Entity/Company: Town of Jupiter

Name of Individual completing this form: Michael Schneider

Signature: _____ Title: Special Projects Coordinator

Telephone: 561-741-2547 Email: michaelsc@jupiter.fl.us

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Arazoza Brothers 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: Landscape Maintenance Services

Initial Value of Contract: $1,260,000 Final Value of Contract: $1,722,000

Length of Contract: _____

Would you enter into a contract with the Company in the future? ✓ Yes _____ No

Were the services provided acceptable and of quality standards: ✓ Yes _____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Arazoza Brothers is a premier landscape maintenance company in the State of Florida. They have my full recommendation!

Name of Public Entity/Company: _____

Name of Individual completing this form: Justin Reyes

Signature: _____ Title: Manager

Telephone: 305-321-2465 Email: JReyes@walshgroup.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Arazoza Brothers 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: full landscape maintenance services

Initial Value of Contract: 2,700.00.00 Final Value of Contract: 6,100,000 | 3yrs

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:

Happy to refer Arazoza landscape maintenance company as they are an excellent company.

Name of Public Entity/Company: CFX

Name of Individual completing this form: Christopher Bloodwell

Signature: _____ Title: CFX Landscape Arch

Telephone: 407-625-8658 Email: Christopher.Bloodwell@CFXway.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.

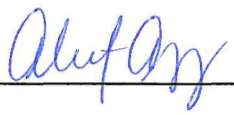
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Arazoza Brothers Corporation being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Arazoza Brothers Corporation, 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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-1-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 363346

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 Alberto Arazoza

For Arazoza Brothers Corporation

Whose business address is: 7027 SW 87th Court Miami, Florida 33173

And (if applicable) its Federal Employer Identification Number (FEIN) is: 650031332

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 2nd day of April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

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 Arazoza

(print individual's name and title)

for: Arazoza Brothers Corporation

(print name of entity submitting sworn statement)

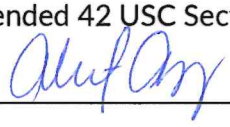
whose business address is: 7027 SW 87th Court Miami, Florida 33173

and (if applicable) its Federal Employer Identification Number (FEIN) is: 650031332

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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

WITNESS my hand and official seal

Vanessa Ygualada-Rivera

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, Alberto Arazoza 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:

650031332

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

Arazoza Brothers Corporation

Name of Entity, Individual, Partners or Corporation

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

7027 SW 87th Court Miami, Florida 33173

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
Alberto Arazoza - President/Secretary	7027 SW 87th Court Miami, Florida 33173	50 %
Eduardo Arazoza, Sr. - VP/Treasurer	7027 SW 87th Court Miami, Florida 33173	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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
NOTARY PUBLIC, STATE OF FLORIDA

VANESSA YGUALADA-RIVERA
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-1-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 368346

Type text here

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Arazoza Brothers Corporation Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-006, 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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 2nd day of April, 202_, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Vanessa Ygualada-Rivera

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 Arazoza Brothers Corporation _____ 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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

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 2nd day of April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 368346

WITNESS my hand and official seal

Vanessa Ygualada-Rivera
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 04/02/2026 at Miami, 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): Alberto Arazoza

Title: President

Company: Arazoza Brothers Corporation

Date: 04/02/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Alberto Arazoza (the individual attesting below), being duly authorized by and on behalf of Arazoza Brothers Corporation (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 2nd day of April, 2026.

Alberto Arazoza

Signature of Affiant

Print or Type Name: Alberto Arazoza

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 April, 2026, by Alberto Arazoza. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

VANESSA YGUALADA-RIVERA NOTARY PUBLIC MY COMMISSION EXPIRES 3-1-2027 STATE OF FLORIDA COMMISSION NUMBER HH 388346

Signed and sworn to (or affirmed) before me,

this the 2nd day of April, 2026.

My Commission Expires: 04/02/2026

Vanessa Ygualada-Rivera

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: Alberto Arazoza

Title: President

Signature: _____ Date: 04/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Arazoza Brothers Corporation ("**Company**")

Vendor FEIN: 650031332

Address: 7027 SW 87th Court

City: Miami State: Florida Zip: 33173

Phone number: (305) 246-3223 Email Address: aarazoza@arazozabrothers.com/ Jedward@arazozabrothers.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: Alberto Arazoza

Title: President

Signature: Alb Az

Date: 04/02/2026

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)
Arazoza Brothers Corporation

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.)
7027 SW 87th Court

Requester's name and address (optional)

City, state, and ZIP code
Miami, Fl 33173

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	3	1	3	3	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 04/02/2026

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1046

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Arazoza Brothers Corporation

Date Addendum Received 03/25/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Alberto Arazoza

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 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,

Alessia Bencomo
Procurement Specialist

1049

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Arazoza Brothers Corporation

Date Addendum Received 03/25/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Alberto Arazoza

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 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-006 – Exhibit A - Updated Bid Sheet" that includes the updated bid sheets to be used. The bid sheets can be found within this pdf. document on pages 3-16. Revision specifically to Exhibit "A", *US1 Medians & applicable ROWs.*

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

The ITB under **Section 4.0: Scope of Services** includes the following language:

"4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)"

Along with the previous clarification included in Addendum #2 regarding the area between 184th Street to 160th Street, the following information should be included:

On US1 from 160th Street north to 136th Street the eastside ROW is included for maintenance services.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

1051

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Arazoza Brothers Corporation

Date Addendum Received 03/26/2026

Total Pages of Addendum including Acknowledgement 16

Print Name Alberto Arazoza

Signature

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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

   Alberto Arazoza

   President

   (print individual's name and title)

   For: Arazoza Brothers Corporation

   (print name of programming entity/vendor/organization submitting sworn statement)

   Whose business address is 7027 SW 87th Court

   Miami, Florida 33173

   And its Federal Employer Identification Number (FEIN) is

   650031332

   If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Alberto Arazoza, President, am duly authorized to make this sworn statement

   (Print individuals name and title)

   On behalf of:

   Arazoza Brothers Corporation.

   (Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Arazoza Brothers Corporation has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

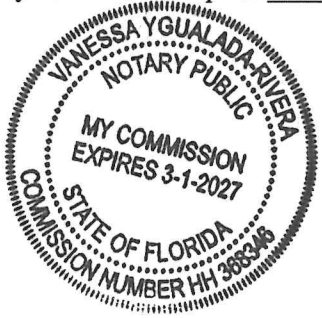
Alberto Arazoza		04/02/2026
(Print Name)	(Signature)	Date

Sworn to and subscribed before me this 2nd day of April, 2026.

☑ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____.
Notary Public – State of Florida

My commission expires 03/01/2027; Vanessa Ygualada-Rivera.
(Print or stamped commissioned name of notary public.



Invitation to Bid

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

TITLE:

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

ITB NO.:

2026-11-006

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: **Monday, March 16th, 2026**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 20
SECTION 5.0 BID SUBMISSION REQUIREMENTS	21
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	22
SECTION 7.0 SCHEDULES OF EVENTS	23 - 24
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	25 - 45
SECTION 9.0 OTHER FORMS	46 - 47
SECTION 10.0 EXHIBITS	48 - 67
AGREEMENT	68
Exhibit "A": Common Areas	69
Exhibit "B": Lot Maintenance and Abandoned Property Program	69
Exhibit "C": Other Landscape Services	69
Exhibit "D": Ordinance 08-10 Form	69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)
No. 2026-11-006

The Village of Palmetto Bay is seeking bids from a qualified Company for landscape maintenance throughout the Village owned properties. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, April 2nd, 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 "**Village-Wide Landscaping and Maintenance (Public Services and Code Compliance) ITB# 2026-11-006**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

The Village is seeking a licensed landscaping Company to provide landscape maintenance on a schedule basis. These services will include locations for example medians, chicanes, traffic circles and will require the Company to develop an maintenance of traffic (MOT) of his/her own, meeting the requirements specified in the manual of Uniform Traffic Controls. The Village in addition is requesting services for abandoned lot or foreclosed residential homes located within the jurisdiction that need maintenance.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village. The background checks will be conducted by a third-party vendor to the Village, at the cost of the bidder, and provided directly to the Village by the third-party vendor. The bidder shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the bidder. The background checks shall be as to all principals and any employees of bidder to staff the site as proposed under the ITB. Any principle of the bidder determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would preclude from providing services. The employees of the bidder determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the bidder's proposal and may result in a precluding the bidder from providing services, at the discretion of the Village Manager.

Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. Work shall begin no earlier than 7:00 a.m. as per the Village's noise ordinance.

The successful Company will sign a contract with the Village for three (3) years with two (2) one (1) year renewal options not to exceed five (5) consecutive years. These extensions are at the Village's discretion if the Village chooses to do so.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans, or other materials. A Chute Blocker shall be used on the discharge shoot of mowers in all areas around pedestrians and vehicles. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. All grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

- The cutting height shall be a minimum of two and a half inches (2 ½") to a maximum of three inches (3") above soil level. All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

- Mowing shall be done carefully so as not to damage bark on trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs, or other facilities and/or amenities. Should any of the above listed have damage incurred by the Company, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on any Bermuda grass. All mowing shall be done with finish mowers.

Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed from around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

Edging

- The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting, or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.

- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines. Only environmentally friendly weed control products shall be used, if needed.

Shrub/Hedge Trimming

- All trimmings will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of the Predictive Scheduling as listed below.

- Hedges shall be maintained in a geometric form and may be sheered by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- Special allocations for Palmetto Palms that are located on US1 Bullnoses, across from McDonalds on south end, and across from AT&T on north end. Palms are to be trimmed to reduce overall height to four (4) feet twice (2x) yearly.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces, e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both the Company and Village.

Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Company.

Frequencies

- Bid Forms show the frequency of service. The frequency may change if the Village sees that in needs to increase or decrease the services in certain locations.

Scope of Services- Predictive Scheduling for all sites excluding SW 184th Street Between 94th Avenue & 84th Court

Task	Freq.	Months	Months	Months		Details
		Jan-May	Jun-Jul	Aug-Dec		
Mowing	26	2x month	3x month	2x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-May	Jun-Jul	Aug-Dec		
Weeds	26	2x month	3x month	2x month		Herbicides, mechanical and manual applications

The SW 184th Street Between 94th Avenue & 84th Court site will have the following Predictive Scheduling

Task	Freq.	Months	Months	Months		Details
		Jan-Apr	May-Sep	Oct-Dec		
Mowing	17	1x month	2x month	1x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-Apr	May-Sep	Oct-Dec		
Weeds	17	1x month	2x month	1x month		Herbicides, mechanical and manual applications

This site is partially maintained by Miami-Dade County, they only service the turf grass. If turf has been serviced by MDC just prior to the Company arriving onsite then the Company will have the following options; a) proceed to provide all other services except mowing at that time, then revisit between 10-14 days later, within the same calendar month, to perform the turf mowing only, or b) Reschedule the site visit for 10-14 days later to perform all services. The Company may only bill the Village for services performed during each calendar month.

Documentation of Services

All service dates shall be provided to the Village personnel in direct supervision of the Company a month prior to service visits. All service actions shall be documented by Photo Stamped Pictures with Location and Date embedded in pictures and submitted with monthly invoices. Additional

documentation shall be in the form of a Spreadsheet showing Location Sites with Date of Visits, Services Preformed and Signature of Crew Chief Onsite at the time of visit.

4.02 PROTECTION OF EXISTING STRUCTURES

All existing buildings, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Company unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Company shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials withing the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Company.

4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal approval, delivery of materials may commence.

Material	Submittal
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Herbicide	Product Data

Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of three inches (3"). Clear mulch from each plant's crown (base). The materials will be an added option to the bid sheets.

1. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All removed living tissue, and all broken or badly damaged branches shall be removed with proper pruning cuts as per ANSI A300 Part 5 Pruning Standards. All pruning to be performed or supervised by an ISA Certified Arborist, and in accordance with ANSI A300-2023 Tree Care Standards.

4.05 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Controls Devices as minimum criteria.

2. The Company shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613,102-616, and 102-660 are to be adhered to for this project. Company to submit shop drawings in accordance with FDOT specifications for FDOT approval.

3. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.

4. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Company shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.

5. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday to Friday from 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. or on weekends and holidays.

6. Regulatory speed established within the work zone travel ways shall be thirty-five (35) miles per hour (MPH), established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.

4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   - This includes medians, chicanes, traffic circles and shall require proper MOT planning to execute. These areas are located at:

     Village Hall: 9705 E. Hibiscus Street
     Public Services: 9495 SW 180th Street
     US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)
     Franjo Road SW 97th Avenue- From 184th Street north to US1
     Old Cutler Road and 184th Street- Monument
     SW 174th Street – Chicanes
     SW 164th Street - Chicanes
     SW 184th Street Between 94th Avenue and 83rd Ave
     SW 82nd Avenue 160th Street Traffic Circle
     SW 82nd Avenue and 168th Street Traffic Circle

SW 87th Avenue and 168th Street Traffic Circle

- All these site locations, with the exception of the US1 site, have been located with Google Earth for your view at the end of this solicitation with the corresponding bid sheet. **(See Exhibit "A")**

2. **Lot Maintenance and Abandoned Property Program:**

- The Bidder shall provide basic lawn maintenance services on an "as-needed basis", secure exposed and/or unsafe pools, remove debris from abandoned properties to include lots within the Village's jurisdiction.

- The Bidder shall take before and after pictures of the property that was serviced, must document time, date, and submit pictures with their invoice for payment.

- The height of the grass cannot be more than two and a half inches (2 ½"), Village staff reserves the right to change the mowing height based on various growing patterns.

- Edging to be completed at each service which includes all curbs, sidewalks, and streets.

- All clippings to be blown off driveways and walkways. These clippings shall not be blown out to the street, adjacent properties, or storm drains.

- During service, the Bidder will report any graffiti found at its service location to the Village.

Specifications for covering unsafe pools must include the following:

- Bidder shall clean the area surrounding the pool prior to the installation of the pool cover.

- Bidder shall report immediately to the Village any potential health or safety hazards associated with the current condition of the pool.

- Bidder shall consult with the Village prior to installing the pool cover to ensure the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be installed to provide an adequate safety barrier that would discourage the use of such structures by humans and/or animals. The standard size of a pool cover is fifteen feet by thirty feet (15' X 30'). If the pool requires a cover that exceeds the standard size, the Bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with the oversized cover.

- Bid Sheet for services pertaining to Lot Maintenance and Abandoned Property program will be at the end of this solicitation. **(See Exhibit "B")**

3. **Other Landscape Services:**

- Mulch, Stump-Grinding, Tree Removal and Tree Installation forty-five (45) gallon, Plant Installation for three (3) gallon and seven (7) gallon potted plants.

- There is a bid sheet for these optional items that have been requested by Village staff. That bid sheet is also located at the end of this solicitation. **(See Exhibit "C")**

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 April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: 

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services

Inc. Date: 4/1/26

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A	N/A	N/A	N/A

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Brightview Landscape

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: Cityuide landscaping services to include mowing, edging, trimming, weed control, blowing, putting down organic fertilizer, and leaf clean up.
Initial Value of Contract: $174,502.10 Final Value of Contract: $894,157.65
Length of Contract: 3 years, plus 2 more years optional
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:

Brightview is an excellent landscaping company. They have been a pleasure to work with, great communication, and very professional. I highly recommend them.

Name of Public Entity/Company: City of South Miami
Name of Individual completing this form: Armando E. Muñoz Jr.
Signature: [signature] Title: Park Superintendent
Telephone: 305-668-3877 Email: Armando.muñoz@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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Brightview Landscape

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: Irrigation, mowing Comman areas, mowing Bermuda Sod mulching, tree trimming, lining soccer/football Fields, lining Baseball Fields

Initial Value of Contract: $544,992 Final Value of Contract: $544,992

Length of Contract: 3years

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 Cutler Bay

Name of Individual completing this form: Etienne Bejarano

Signature: [signature] Title: Parks and Recreation Director

Telephone: 786-205-3895 Email: ebejarano@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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: Brightview Landscape

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: landscape and grounds maintenance of right of ways, parks and facilities

Initial Value of Contract: 1,000,000+ Final Value of Contract: 1,500,000 +

Length of Contract: 5 years

Would you enter into a contract with the Company in the future? x Yes _____ No

Were the services provided acceptable and of quality standards: x Yes _____ No

Was the Company responsive to your requests and resourceful with the task? x Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

x Yes _____ No

If you responded no to any of the above please provide details:

Comments: BrightView outstanding performance, technical proficiency and response time make them a great choice for landscape services to any organization. they are a valuable partner for the city of aventura

Name of Public Entity/Company: City of Aventura

Name of Individual completing this form: Angel Blanco

Signature: Angel Blanco Title: Assistant Public Works Director

Telephone: 305.466.8931 Email: blancoa@cityofaventura.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.

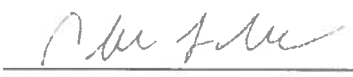
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services

Inc. Date: 4/1/26

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } ss.:

Charles Gonzalez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Brightview Landscape Services 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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

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 1st day of April, 2026 by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Patricia O Soto
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Charles Gonzalez

For Brightview Landscape Services Inc.

Whose business address is: 4155 E Mowry Dr Homestead, FL 33033

And (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223

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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1st day of April, 2026 by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY,

FLORIDA by: Charles Gonzalez VPGM

(print individual's name and title)

for: Brightview Landscape Services Inc.

(print name of entity submitting sworn statement)

whose business address is: 4155 E Mowry Dr Homestead,FL 33033

and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223

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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

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 1st day of April, 2026, by Charles Gonzalez. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Charles 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:

95-4194223

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

Brightview Landscape Services Inc.

Name of Entity, Individual, Partners or Corporation

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

4155 E Mowry Dr Homestead, FL 33033

Street Address Suite Village State Zip Code

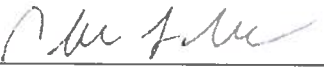
Continued Next Page

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
Amanda Heffner	980 Jolly Rd #300 Blue bell, PA 19422	25 %
Michael Dozier	980 Jolly Rd #300 Blue bell, PA 19422	25 %
Dale Asplund	980 Jolly Rd #300 Blue bell, PA 19422	50 %

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

Signature of Official: 

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

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 1st day of April, 2026, by Charles Gonzalez. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Brightview Landscape Services 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# 2026-11-006, 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 : Brightview Landscape Services Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1st day of April, 2026 by Charles Gonzalez. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

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

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1st day of April, 2026 by Charles Gonzalez. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on 4/1/26 at 4155 E Mowry Dr. Homestead, FL 33033
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): Charles Gonzalez

Title: VPGM

Company: Brightview Landscape Services Inc.

Date: 4/1/26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Charles Gonzalez (the individual attesting below), being duly authorized byand on behalf of Brightview Landscape Services 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 1st day of April, 20 26 .

Signature of Affiant

Print or Type Name: Charles Gonzalez

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 1st day of April, 2026, by Charles Gonzalez He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 1st day of April, 2026

My Commission Expires: _____

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

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: Charles Gonzalez

Title: VPGM

Signature: _____ Date: 4/1/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Brightview Landscape Services Inc. ("**Company**")

Vendor FEIN: 95-4194223

Address: 4155 E Mowry Dr

City: Homestead State: FL Zip: 33033

Phone number: 786-417-2004 Email Address: charles.gonzalez@brightview.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: Charles Gonzalez

Title: VPGM

Signature:

Date: 4/1/26

1100

Form **W-9**
(Rev. December 2014)
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.

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

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

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)
P.O. BOX 740655

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30374-0655

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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
9	5	-	4	1	9	4	2	2	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 3-1-2023

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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. 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. See *What is FATCA reporting?* on page 2 for further information.

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Charles_Gonzalez_VPGM
(print individual's name and title)

For: Brightview_Landscape_Services_Inc.
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is
4155_E_Mowry_Dr.__Homestead,FL__33033

And its Federal Employer Identification Number (FEIN) is

95-4194223

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

N/A

2. I, Charles_Gonzalez_VPGM, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

Brightview Landscape Services Inc. (Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that
_____Brightview_Landscape_Services_Inc._____has a
Business (Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

__Charles_Gonzalez_____ _____ _4/1/26_____
(Print Name) (Signature) Date

Sworn to and subscribed before me this 1st day of ___April_____, 2026

☑ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____.
Notary Public – State of Florida

My commission expires _____.
(Print or stamped commissioned name of notary public.

PATRICIA O SOTO
Notary Public - State of Florida
Commission # HH 464088
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(3) is a sexual offender or a sexual predator; or
(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest:
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	~~YES~~
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Brightview Landscape Services Inc.

Date Addendum Received 3/25/26

Total Pages of Addendum including Acknowledgement 2

Print Name Charles Gonzalez

Signature

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

ADDENDUM NO. 2

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,



Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Brightview Landscape Services Inc.

Date Addendum Received 3/25/26

Total Pages of Addendum including Acknowledgement 3

Print Name Charles Gonzalez

Signature

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

ADDENDUM NO. 3

Date: March 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-006 – Exhibit A - Updated Bid Sheet" that includes the updated bid sheets to be used. The bid sheets can be found within this pdf. document on pages 3-16. Revision specifically to Exhibit "A", *US1 Medians & applicable ROWs.*

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

The ITB under **Section 4.0: Scope of Services** includes the following language:

"4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)"

Along with the previous clarification included in Addendum #2 regarding the area between 184th Street to 160th Street, the following information should be included:

On US1 from 160th Street north to 136th Street the eastside ROW is included for maintenance services.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Brightview Landscape Services Inc.

Date Addendum Received 3/26/26

Total Pages of Addendum including Acknowledgement 16

Print Name Charles 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.

EXHIBIT "A"

Common Areas - Bid Sheet Form and Site Locations

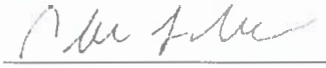
PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 783.55
Public Services: 9495 SW 180th Street	$ 118.33
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 173.71
Shrubs	$ 700
Weed Control	$ 109.08
Total Services Per Month	$ 1,185.45
US1 Medians & applicable ROWs: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 606.79
Shrubs	$ 2,427.22
Weed Control	$ 357.75
Total Services Per Month	$ 4,099.68
Old Cutler Road & SW 184th Street	$ 66.88
SW 174th Street Chicanes	$ 84.16
SW 184th Street Between 94th Avenue & 84th Court	$ 900.59
SW 82nd Avenue & 160th Street Traffic Circle	$ 227.55
SW 82nd Avenue & 168th Street Traffic Circle	$ 113.78
SW 87th Avenue & 168th Street Traffic Circle	$ 227.55
BID TOTAL	$ $7,807.52/month , $93,690.24/year

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Charles Gonzalez
Name: (Please Print)



Signature: VPGM Title: 4/1/26 Date:


FRANJO RD. SW 97TH AVE. AND US1
Legend
Palmetto Bay Franjo Road Design Build
Google Earth
1000 ft
N


Old Cutler & 184th Street
Write a description for your map.
Legend
Untitled Polygon
West Akyko
7702
7705
7725
SW 163rd Terrace
Old Cutler Rd
Old Cutler Rd
SW 184th St
SW 184th St
Google Earth


SW 174 STREET CHICANES
Legend
SW 173rd St
SW 173rd Terrace
SW 92nd Ct
SW 91st Ave
SW 90th Ave
Google Earth
N
600 ft


Chicanes SW 164th Street
Legend
Chicane
Chicane #1 of 3
Chicane #2 of 3
Chicane #3 of 3
SW 164th St
SW 164th St
SW 87th Ct
87th Ave
SW 166th St
N
200 ft
Google Earth


SW 184 ST BETWEEN 94TH AVE AND 84 CT
Legend
PPP Tran Tours Jamaica
Professional Roofing & Sales
SW 87 Av@SW 184 St.
Vertical Reality
Whispering Pines Hammock Park
Road Design Build
SW 181st Terrace
SW 182nd Terrace
SW 183rd Terrace
SW 184th Ln
SW 185th Terrace
SW 186th St
SW 186th Terrace
SW 90th Ave
SW 88th Ct
SW 87th Ct
SW 87th Ave
Caribbean Blvd
Google Earth
1000 ft
N


SW 82ND AVE AND 160 ST TRAFFIC CIRCLE
Legend
SW 160th St
SW 82nd Ave
Google Earth
100 ft
N


SW 82ND AVE AND 168 ST TRAFFIC CIRCLE
Legend
SW 168th St
SW 82nd Ave
SW 81st Ct
Google Earth
© 2020 Google
100 ft
N


SW 87TH AVE AND 168 ST TRAFFIC CIRCLE
Legend
SW 168th St
SW 87th Ave
SW 85th Ave
Google Earth
300 ft
N


US1 Maintenance
Highlighted areas to be maintained
Legend
West Perrine
PERRINE
Hope Ave
SW 184th St
SW 183rd St
SW 182nd St
SW 180th St
SW 181st St
SW 95th Ct
SW 94th Ct
SW 180th St
SW 178th St
Google Earth


US1 Maintenance
Highlighted areas to be maintained
Legend
SW 184th St
Google Earth
N


US1 Maintenance
Highlighted areas to be maintained
Legend
SW 94th Ave
Google Earth
N

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 55
Residential – Debris Collection and Disposal	Cubic Yard	$ 40
Pool Covering	Standard size 15' X 30'	$ 950
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1200
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 60
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 30

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Charles Gonzalez
Name: (Please Print)

Signature: VPGM Title: 4/1/26 Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)		
Forty-Five (45) gallon Potted or Burlapped tree		$ 180
Shrubs and Ground Cover (Installation only)		
One (1) gallon potted plant		$ 4
Three (3) gallon potted plant		$ 9
Seven (7) gallon potted plant		$ 16
MULCH (includes product and installation)		
Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 80
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 85
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 85
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 70

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 4

Tree Removal:

Oak Tree (cost per feet – height)	$ 30
Pine Tree (cost per feet – height)	$ 30
Palm Tree (cost per feet – height)	$ 20

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Charles_Gonzalez
Name: (Please Print)

Signature: VPGM Title: 4/1/26 Date:

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)** ITB No. 2026-11-006 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: **Village-Wide Landscaping and Maintenance (PS and Code)**
ITB No. 2026-11-006 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

SECTION 10.0: Exhibits

Draft Contract for: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by 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

DRAFT

Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this Agreement. In the event there is a conflict between the terms of Exhibit ___, or ___, and this Agreement, the terms of this Agreement, including Exhibits ___, ___ and ___ shall prevail and then the following priority is established thereafter:

Exhibit "A": ITB# 2026-11-006

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

37.0 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

38.0 Federal and State Tax

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

39.0 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, *et seq.*, which is incorporated by reference as if fully set forth.

40.0 Entire Agreement

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

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

42.0 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Agreement shall be construed liberally to achieve its intent.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Common Areas	**(.PDF FILE)**
Exhibit "B": Lot Maintenance and Abandoned Property Program	**(.PDF FILE)**
Exhibit "C": Other Landscape Services	**(.PDF FILE)**
Exhibit "D": Ordinance 08-10 Form	**(.PDF FILE)**

(Total of 4 .pdfs to download with solicitation)

Invitation to Bid

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

TITLE:

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

ITB NO.:

2026-11-006

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: **Monday, March 16th, 2026**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 20
SECTION 5.0 BID SUBMISSION REQUIREMENTS	21
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	22
SECTION 7.0 SCHEDULES OF EVENTS	23 - 24
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	25 - 45
SECTION 9.0 OTHER FORMS	46 - 47
SECTION 10.0 EXHIBITS	48 - 67
AGREEMENT	68
Exhibit "A": Common Areas	69
Exhibit "B": Lot Maintenance and Abandoned Property Program	69
Exhibit "C": Other Landscape Services	69
Exhibit "D": Ordinance 08-10 Form	69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)
No. 2026-11-006

The Village of Palmetto Bay is seeking bids from a qualified Company for landscape maintenance throughout the Village owned properties. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, April 2nd, 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 "**Village-Wide Landscaping and Maintenance (Public Services and Code Compliance) ITB# 2026-11-006**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

The Village is seeking a licensed landscaping Company to provide landscape maintenance on a schedule basis. These services will include locations for example medians, chicanes, traffic circles and will require the Company to develop an maintenance of traffic (MOT) of his/her own, meeting the requirements specified in the manual of Uniform Traffic Controls. The Village in addition is requesting services for abandoned lot or foreclosed residential homes located within the jurisdiction that need maintenance.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village. The background checks will be conducted by a third-party vendor to the Village, at the cost of the bidder, and provided directly to the Village by the third-party vendor. The bidder shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the bidder. The background checks shall be as to all principals and any employees of bidder to staff the site as proposed under the ITB. Any principle of the bidder determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would preclude from providing services. The employees of the bidder determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the bidder's proposal and may result in a precluding the bidder from providing services, at the discretion of the Village Manager.

Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. Work shall begin no earlier than 7:00 a.m. as per the Village's noise ordinance.

The successful Company will sign a contract with the Village for three (3) years with two (2) one (1) year renewal options not to exceed five (5) consecutive years. These extensions are at the Village's discretion if the Village chooses to do so.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans, or other materials. A Chute Blocker shall be used on the discharge shoot of mowers in all areas around pedestrians and vehicles. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. All grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

- The cutting height shall be a minimum of two and a half inches (2 ½") to a maximum of three inches (3") above soil level. All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

- Mowing shall be done carefully so as not to damage bark on trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs, or other facilities and/or amenities. Should any of the above listed have damage incurred by the Company, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on any Bermuda grass. All mowing shall be done with finish mowers.

Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed from around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

Edging

- The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting, or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.

- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines. Only environmentally friendly weed control products shall be used, if needed.

Shrub/Hedge Trimming

- All trimmings will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of the Predictive Scheduling as listed below.

- Hedges shall be maintained in a geometric form and may be sheered by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- Special allocations for Palmetto Palms that are located on US1 Bullnoses, across from McDonalds on south end, and across from AT&T on north end. Palms are to be trimmed to reduce overall height to four (4) feet twice (2x) yearly.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces, e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both the Company and Village.

Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Company.

Frequencies

- Bid Forms show the frequency of service. The frequency may change if the Village sees that in needs to increase or decrease the services in certain locations.

Scope of Services- Predictive Scheduling for all sites excluding SW 184th Street Between 94th Avenue & 84th Court

Task	Freq.	Months	Months	Months		Details
		Jan-May	Jun-Jul	Aug-Dec		
Mowing	26	2x month	3x month	2x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-May	Jun-Jul	Aug-Dec		
Weeds	26	2x month	3x month	2x month		Herbicides, mechanical and manual applications

The SW 184th Street Between 94th Avenue & 84th Court site will have the following Predictive Scheduling

Task	Freq.	Months	Months	Months		Details
		Jan-Apr	May-Sep	Oct-Dec		
Mowing	17	1x month	2x month	1x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-Apr	May-Sep	Oct-Dec		
Weeds	17	1x month	2x month	1x month		Herbicides, mechanical and manual applications

This site is partially maintained by Miami-Dade County, they only service the turf grass. If turf has been serviced by MDC just prior to the Company arriving onsite then the Company will have the following options; a) proceed to provide all other services except mowing at that time, then revisit between 10-14 days later, within the same calendar month, to perform the turf mowing only, or b) Reschedule the site visit for 10-14 days later to perform all services. The Company may only bill the Village for services performed during each calendar month.

Documentation of Services

All service dates shall be provided to the Village personnel in direct supervision of the Company a month prior to service visits. All service actions shall be documented by Photo Stamped Pictures with Location and Date embedded in pictures and submitted with monthly invoices. Additional

documentation shall be in the form of a Spreadsheet showing Location Sites with Date of Visits, Services Preformed and Signature of Crew Chief Onsite at the time of visit.

4.02 PROTECTION OF EXISTING STRUCTURES

All existing buildings, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Company unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Company shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials withing the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Company.

4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal approval, delivery of materials may commence.

Material	Submittal
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Herbicide	Product Data

Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of three inches (3"). Clear mulch from each plant's crown (base). The materials will be an added option to the bid sheets.

1. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All removed living tissue, and all broken or badly damaged branches shall be removed with proper pruning cuts as per ANSI A300 Part 5 Pruning Standards. All pruning to be performed or supervised by an ISA Certified Arborist, and in accordance with ANSI A300-2023 Tree Care Standards.

4.05 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Controls Devices as minimum criteria.

2. The Company shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613,102-616, and 102-660 are to be adhered to for this project. Company to submit shop drawings in accordance with FDOT specifications for FDOT approval.

3. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.

4. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Company shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.

5. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday to Friday from 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. or on weekends and holidays.

6. Regulatory speed established within the work zone travel ways shall be thirty-five (35) miles per hour (MPH), established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.

4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   - This includes medians, chicanes, traffic circles and shall require proper MOT planning to execute. These areas are located at:

     Village Hall: 9705 E. Hibiscus Street
     Public Services: 9495 SW 180th Street
     US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)
     Franjo Road SW 97th Avenue- From 184th Street north to US1
     Old Cutler Road and 184th Street- Monument
     SW 174th Street – Chicanes
     SW 164th Street - Chicanes
     SW 184th Street Between 94th Avenue and 83rd Ave
     SW 82nd Avenue 160th Street Traffic Circle
     SW 82nd Avenue and 168th Street Traffic Circle

SW 87th Avenue and 168th Street Traffic Circle

- All these site locations, with the exception of the US1 site, have been located with Google Earth for your view at the end of this solicitation with the corresponding bid sheet. **(See Exhibit "A")**

2. **Lot Maintenance and Abandoned Property Program:**

- The Bidder shall provide basic lawn maintenance services on an "as-needed basis", secure exposed and/or unsafe pools, remove debris from abandoned properties to include lots within the Village's jurisdiction.

- The Bidder shall take before and after pictures of the property that was serviced, must document time, date, and submit pictures with their invoice for payment.

- The height of the grass cannot be more than two and a half inches (2 ½"), Village staff reserves the right to change the mowing height based on various growing patterns.

- Edging to be completed at each service which includes all curbs, sidewalks, and streets.

- All clippings to be blown off driveways and walkways. These clippings shall not be blown out to the street, adjacent properties, or storm drains.

- During service, the Bidder will report any graffiti found at its service location to the Village.

Specifications for covering unsafe pools must include the following:

- Bidder shall clean the area surrounding the pool prior to the installation of the pool cover.

- Bidder shall report immediately to the Village any potential health or safety hazards associated with the current condition of the pool.

- Bidder shall consult with the Village prior to installing the pool cover to ensure the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be installed to provide an adequate safety barrier that would discourage the use of such structures by humans and/or animals. The standard size of a pool cover is fifteen feet by thirty feet (15' X 30'). If the pool requires a cover that exceeds the standard size, the Bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with the oversized cover.

- Bid Sheet for services pertaining to Lot Maintenance and Abandoned Property program will be at the end of this solicitation. **(See Exhibit "B")**

3. **Other Landscape Services:**

- Mulch, Stump-Grinding, Tree Removal and Tree Installation forty-five (45) gallon, Plant Installation for three (3) gallon and seven (7) gallon potted plants.

- There is a bid sheet for these optional items that have been requested by Village staff. That bid sheet is also located at the end of this solicitation. **(See Exhibit "C")**

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 April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: Rodgen Crouse

Name (typed): Rodgen Crouse

Title: Pres.

Company: Crodow Inc

Date: 3.30.26

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		

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, Tree Trimming

Initial Value of Contract: 100000 Final Value of Contract: SAME

Length of Contract: 5 YRS

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

—

Comments:

—

Name of Public Entity/Company: Miami Dad County — Libraries

Name of Individual completing this form: Jim Ruskin

Signature: ____ Title: grounds - Mgr

Telephone: 305.480.1709 Email: RustinC Miamidade.gov

See Attached

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, Tree Trimming

Initial Value of Contract: 240,000 Final Value of Contract: SAME
Length of Contract: 5 yrs
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

—

Comments:

—

Name of Public Entity/Company: Miami Dad County — Roads Div.
Name of Individual completing this form: Mike Rojas - S...
Signature: _____ Title: Division Mgr
Telephone: 305. 270 - 1791 Email: Michael.Rojas2@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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, TREE TRIMMING

Initial Value of Contract: OPEN Final Value of Contract: OPEN
Length of Contract: 5 yrs
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:
—

Comments:

—

Name of Public Entity/Company: Miami Dad County
Name of Individual completing this form: KRISTINA ALVAREZ
Signature: ____ Title: Bid - Punch Dept.
Telephone: 305.270.2984 Email: KRISTINE.ALVAREZ@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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Miami Dade County

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: Landscaping, Mowing, Tree Trimming

Initial Value of Contract: OPEN Final Value of Contract: OPEN
Length of Contract: 5 yrs
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:
—

Comments:
—

Name of Public Entity/Company: Miami DAD County
Name of Individual completing this form: LARRY GARDNER
Signature: ____ Title: Mgr Special Tax Dist
Telephone: 786-202-1037 Email: LARRY.GARDNER@MIAMIDADE.GOV

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

Sincerely,
Alessia Bencomo, Procurement Specialist

Reference Section	Tree trimming and Landscaping	
	Reference Check #1	
	Company/Organization Name:	Mix'd Greens
	Address:	28905 SW 162 Ave Homestead Fl 33054
	Contact Person:	Vicky
	Contact Phone Number:	305-345-1722
	Contact E-mail (if applicable):	mgnaegy@mixdgreens.net
	Scope	Mangrove cleaning, land clearing, treework
	Amount	several jobs
	Reference Check #2	
	Company/Organization Name:	Miami Dade County (Librarys)
	Address:	9445 Coral Way Miami Fl 33165
	Contact Person:	James Rustin
	Contact Phone Number:	786-763-4705
	Contact E-mail (if applicable):	rustinj@miamidade.gov
	Scope	on going, landscaping
	Amount	open
	Reference Check #3	
	Company/Organization Name:	Miami Dade County (RER)
	Address:	701 NW 1 Ct Miami Dade Fl 33136
	Contact Person:	Tiffeny Melvin
	Contact Phone Number:	305-590-5805
	Contact E-mail (if applicable):	Melvit@miamidade.gov
	Scope	2025 / 2026 Invasive plant removal
	Amount	$25,000
	Reference Check #3	
	Company/Organization Name:	Miami Dade County (Parks)
	Address:	701 NW 1 Ct Miami Dade Fl 33136
	Contact Person:	Larry Gardner
	Contact Phone Number:	305-202-1037
	Contact E-mail (if applicable):	larry.gardner@miamidade.gov
	Date of Contract Scope	2007 to Present
	Amount	Open

	Reference Check #3	
	Company/Organization Name:	Miami Dade County (Fier Dept)
	Address:	701 NW 1 Ct Miami Dade Fl 33136
	Contact Person:	Jayson West
	Contact Phone Number:	305-270-2984
	Contact E-mail (if applicable):	kristine.alvarez@miamidade.gov
	Date of Contract Scope	2025 invasive plant removal
	Amount	2023 2024 / 2025 / 2026 - Trees - Open

11/6/19

Michael Rojas, RAAM Superintendent

Miami Dade County Parks, Recreation, and Open Spaces Department

Right-of-Way Aesthetic & Assets Management Division (R.A.A.M.)

7998 S.W. 107th Avenue

Miami, FL, 33173

Phone # 305-270-1791

Mobile # 305-781-7432

Michael.Rojas2@miamidade.gov

To whom it may concern,

I would like to recommend to the Bid Recipient, that Cordon Inc. for your consideration of the bids for tree debris and general maintenance projects.

I have worked with the owners Mr. Mark Donnelly and Mr. Rodger Crouse of Crodon Inc. many years and they have demonstrated for our organization top quality work on the job. They performed countless tree and landscaping projects/landscape maintenance services both large and small, and demonstrated high quality work while showing the ability to comply with the technical specification and scope of services for each project. Cordon Inc. is an excellent group to work with because of their professional work from start to finish trouble shooting and the follow up.

Please do not hesitate to contact me at the above number if you have any further questions about

Yours sincerely,

Michael Rojas



CRODON INC

11767 S DIXIE HIGHWAY#429
MIAMI, FL 33156
*Phone 305-794-7499 * Fax 305-274-1550*

10/15/20

GOODS/SERVICES THAT HAVE BEEN PROVIDED BY CRODON INC. TO: BLUE STREAK TELECOMMUNICATIONS

Group 1: Furnish Plant Material NA
Vendor(s) shall furnish and deliver Florida Grade #1 or better Plant Material as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants.

Group 2: Furnish and Install Plant Material NA
Vendor(s) shall furnish, deliver, and install Florida Grade #1 or better Plant Material as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants.

Group 3: Tree Services (with Arborist) *initial JM
Vendor(s) shall provide tree services, including but not limited to, trimming, thinning, shaping, spraying, transplanting, removal, root pruning, stump grinding, mulching of vegetation, relocating, and resetting. This group should be used when a Certified Arborist is required or where a department requires a Certified Arborist to fulfill the requirements of the specific project.

Group 4: Tree Services (without Arborist) *initial JM
Vendor(s) shall provide tree services, including but not limited to, trimming, thinning, shaping, spraying, transplanting, removal, root pruning, stump grinding, mulching of vegetation, relocating, and resetting. This group should be used when an arborist is not required or where a department employs a Certified Arborist that can be used to fulfill the requirements of the specific project.

Group 5: Disposal Services of Solid Waste NA
Vendor(s) shall provide disposal services for non-yard trash, including but not limited to, solid waste and/or recyclable material collection, through legal disposal method.

Group 6: Disposal Services of Plant Debris *initial JM
Vendor(s) shall provide disposal services for clean yard trash, including but not limited to, vegetative items such as tree limbs, brush, sticks, etc., through legal disposal method.

SIGNITURE _____

Proscapes Commercial Landscape Services
The English Gardener
10890 Quail Roost Drive Suite #22
Miami, FL 33157-6770
786.412.8839 Cell
Callum@proscapesfl.com
www.proscapesfl.com

Date: December 19, 2023

To whom it may concern,

Crodon, Inc and I have been doing business together for over 15 years. We have completed several projects together. Crodon, Inc. has always provided high quality and professional work. Rodger Crouse and his staff have completed several projects for us to include tree trimming, tree removals performed to arborist standards and other projects such as land/lot clearing of at least if not greater than 5 acres on any individual project, lawn maintenance, landscaping, fence line clearing and other maintenance services. All work performed has been done in a timely manner and with no major issues.

I would highly recommend Rodger Crouse and Crodon, Inc's services.

Sincerely,

Callum Allison

Seminole Landscaping
& Garden Design, LLC

30290 Josie Billie Hwy PMB 356
Clewiston, FL 33440
863-677-0711 | 863-902-3243 | seminolelandandgardendesign@aol.com

Date: December 22, 2023

To whom it may concern,

In the past 16 years. Rodger Crouse of Crodon, Inc and I have worked on several projects together. Crodon, Inc. has always provided high quality and professional work. Rodger Crouse and his staff have completed several projects for us to include tree trimming, tree removals performed to arborist standards and other projects such as land/lot clearing, lawn maintenance, landscaping, fence line clearing and other maintenance services. All work performed has been done in a timely manner and with no major issues.

I would highly recommend Rodger Crouse and Crodon, Inc's services.

Sincerely

Sue Jane Cypress

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Rodger Crouse being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Crodow 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: Roger Crouse

Name (typed): Rodger Crouse

Title: PRES

Company: Crodow Inc

Date: 3.30.26

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 30 day of 3, 202_, by Rodrell Crooks
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Mark P Donnelly
NOTARY PUBLIC, STATE OF FLORIDA

MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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 Rodger Crouse

For Landscaping Bids

Whose business address is: 11767 S. Dixie Hwy #429 Miami FL

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-8252897 33156

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: Rodgers Crouse

Name (typed): Rodgers Crouse

Title: PRES

Company: C Rodon Inc

Date: 1-30-26

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 30 day of January, 2026 by Rodgers Crouse
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Mark P Donnelly
NOTARY PUBLIC, STATE OF FLORIDA

MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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: Rodgen Crouse PRES
(print individual's name and title)

for: Rodgen Crouse PRES
(print name of entity submitting sworn statement)

whose business address is: 11767 S. Dixie Hwy #429 Miami FL 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-8252887

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: Rodgen Crouse

Name (typed): Rodgen Crouse

Title: PRES

Company: C Rodon Inc

Date: 3-10-26

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 30 day of 3, 2026, by Redgan Crooks He/She was ✓ personally known, _____ or produced Crodow Fire as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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, Rodgen Crouse 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:

20-825 2887

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

Crodon Inc

Name of Entity, Individual, Partners or Corporation

—

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

11767 S Dixie Hwy #429 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
Rodyra Crouse	11767 S Dixie Hwy #429 Miami	% 50%
Mark Donnelly	" "	% 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:

Crodow Inc
11767 S Dixie Hwy #429
Miami FL 33156

No Sub

Signature of Official: Rodyra Crouse

Name (typed): Rodyra Crouse

Title: Pres

Company: Crodow Inc

Date: 3-30-26

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 30 day of 3, 2026 by Rodgra Crousa He/She was ✓ personally known, _____ or produced Crodow Inc as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Crodon 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# 2026-11-006, 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 : Crodon Inc

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Rodgen Crouse

Name (typed): Rodger Crouse

Title: PRES

Company: Crodon Inc

Date: 3-30-26

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 30 day of March, 2026 by Rodger Crouse. He/She was ✓ personally known, _____ or produced Crodon Inc as a form of identification.

WITNESS my hand and official seal

Mark P Donnelly
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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 Crodon 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: Rodger Croon

Name (typed): Rodger Crouse

Title: Pres

Company: Crodon Inc

Date: 3-30-26

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 30 day of March, 2026, by Rodger Crouse He/She was — personally known, _____ or produced Crodon Inc as a form of identification.

WITNESS my hand and official seal

Mark P Donnelly
NOTARY PUBLIC, STATE OF FLORIDA

MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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 3-30 at 2026
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Rodger Crowe

Name (typed): Rodger Crowe

Title: Pres

Company: Crodow Inc

Date: 3-30-26

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade County

I, Rodgen Crouse (the individual attesting below), being duly authorized byand on behalf of Crodow 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 30 day of 3, 2026

Rodg Crouse
Signature of Affiant

Print or Type Name: Rodgen Crouse

State of Florida)
) ss.:
County of Miami Dade

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 30 day of 3, 2026 by Ridgra Crodon
He/She was _____ personally known, _____ or produced Crodon Inc as a form of identification.

Signed and sworn to (or affirmed) before me,
this the 30 day of 3, 2026.
My Commission Expires: 1-25-30

Notary Public

NHCS – E-Verify 081815

MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

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: Crodon Inc - Rodger Crowder

Title: PRES

Signature: Rodger Crowder Date: 3-30-26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Crodon Inc ("Company")
Vendor FEIN: 20 8252887
Address: 11767 S. Dixie Hwy #429
City: Miami State: FL Zip:
Phone number: 305 794 7499 Email Address: CMD590@Comcast.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: Rodgen Crodo
Title: PRES
Signature: Rodgen Crodo
Date: 3-30-26

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) Crodon 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.) 11767 S.D. Kir. Dr #429

Requester's name and address (optional)

City, state, and ZIP code Miami FL 33156

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
20 - 8252887

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 ▶ 3.30.26

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: Crodow Inc
Company

11767 SD: pine Hy #429
Address

ATT: Rodger Crouse Pres
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)** ITB No. 2026-11-006 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: Crodos Inc
Company

11767 S Dixie Hwy #429
Address

ATT: Rodgen Crouse Pres
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)**
ITB No. 2026-11-006 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

EXHIBIT "A"

(Common Areas)

Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. **TWENTY-SIX (26) CUTS PER YEAR FOR TWELVE (12) MONTHS PER LOCATION AS SHOWN IN SCHEDULE.**
2. **ALL PERSONNEL, MACHINERY TOOLS AND PRODUCT IN ORDER TO ACCOMPLISH THE TASK.**
3. **MOT PLAN IN PLACE.**

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1200.00
Public Services: 9495 SW 180th Street	$ 300.00
Franjo Road SW 97th Avenue	$ 1119.00
US1 Medians: 136th Street thru to 184th Street	$ 350.00
Old Cutler Road & SW 184th Street	$ 900.00
SW 174th Street Chicanes	$ 280.00
SW 184th Street Between 94th Avenue & 84th Court	$ 1800.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 150.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 120.00
SW 87th Avenue & 168th Street Traffic Circle	$ 120.00
BID TOTAL.....	$ 6379.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Rodgers Crosse

Name: (Please Print)

Rodgers Crosse — 3-30-26

Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 55.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 67.00
Pool Covering	Standard size 15' X 30'	$ 490.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1800.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 70.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 40.00
Temporary Chain-link Fence	Linear Feet	$ 20.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Rodgers Crowder

Name: (Please Print)

Rodgers Crowder — Pres — 3-30-26

Signature: Title: Date:

EXHIBIT "C"

Other Landscape Services

ADDITIONAL BID ITEMS:

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 85.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 120.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 120.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 64.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 24.00

Tree Removal:

Oak Tree (cost per feet – height)	$ 47.00
Pine Tree (cost per feet – height)	$ 47.00
Palm Tree (cost per feet – height)	$ 45

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Rodger Crooke
Name: (Please Print)

Rodger Crooke — PRES — 3-30-26
Signature: Title: Date:

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Rodgen Crowe

Rodgen Crowe PRES

(print individual's name and title)

For: Crodon Inc

(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 11767 S Dixie Hwy #429

Miami FL 33156

And its Federal Employer Identification Number (FEIN) is

20-82[illegible]7

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

—

2. I, Rodgen Crowe, am duly authorized to make this sworn statement

(Print individuals name and title)

On behalf of:

Crodon Inc.

(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Crodon Inc has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Rodgen Crouse — (Print Name)
Rodgen Crouse — (Signature)
3-30-26 — Date

Sworn to and subscribed before me this 30 day of 3, 20 26

☒ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

Mark P. Donnelly
Notary Public – State of Florida

My commission expires 1 ; 25 2030.
(Print or stamped commissioned name of notary public.

NOTARY PUBLIC STATE OF FLORIDA
MARK P. DONNELLY
MY COMMISSION # HH 749987
EXPIRES: January 25, 2030

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(3) is a sexual offender or a sexual predator; or
(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

Pre-Bid Meeting Sign-in Sheet ITB# 2026-11-006

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

March 24th, 2026 @ 11:00 a.m. - Village Hall - 9705 East Hibiscus Street, Palmetto Bay, FL 33157

	Company Name	Name (Print Name and Signature)	Email	Phone Number
1	DYNASERV	JOHN McKay	JOHN.McKay@DYNASERV.com	954-699-8288
2	Dynaserv	yaidel Marrero	yaidel.marrero@Dynaserv.com	954-547-3006
3	Arazoza Brothers	Joaquin Lopez	jalopez@arazoza brothers.com	787-479-3133
4	Arazoza Brothers Corp	Jonathan Hernandez	JEH@ArazozaBrothers.com	305-401-6273
5	E Rodriguez Landscaping Inc	Esteban Rodriguez	ERodriguez@ERodriguez landscaping inc.com	786 286 7112
6	MARK DONNELLY ↔ CRODON INC		CMD590@COMCAST.NET	305 794 7499
7	Rock & Rose	Jorge Barrios	JB@Rockandrose landscapes.com	786 343 6078
8	Robert Montesino	THE GREEN EXPERTS	Rmontesino@thegreenexperts.com	786-512-6296
9	The Green Experts Landscaping LLC	Juancarlos Diaz	JC@thegreenexperts.com	754-232-0842
10				

1

2

3

4

5

6

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest: Meighan Rader
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(3) is a sexual offender or a sexual predator; or

(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Curodon Inc

Date Addendum Received 3-25-26

Total Pages of Addendum including Acknowledgement 2

Print Name Rodgen Crooks

Signature Rodgen Crooks

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 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Crodon Inc

Date Addendum Received 3-25-26

Total Pages of Addendum including Acknowledgement 3

Print Name Rodger Crouse

Signature Rodger Crouse

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

Bid Title: ITB #2026-11-006

Project: Village-Wide Landscaping and Maintenance

E. Rodriguez Landscaping Inc

12800 SW 194TH AVE, Miami, FL 33196

Mailing Address: P.O Box 971987, Miami, FL 33197

Phone: 786 286 7112

Email: Erodriguez@erodriguezlandscapinginc.com

Contact Person: Esteban Rodriguez

Date Submitted: 04/02/2026

Table of Contents

1. Company Introduction
2. Contact Information Page
3. Business Licenses
4. Certifications
5. Insurance
6. Experience
7. Government References
8. Equipment List
9. Bid Forms (Section 8 Forms)
10. Price Sheet
11. Safety plans

E. Rodriguez Landscaping Inc Introduction

E. Rodriguez Landscaping Inc. is a professional landscaping and grounds maintenance company based in South Florida. Our company specializes in providing high-quality landscape installation, maintenance, and property improvement services for municipalities, commercial properties, and residential communities.

With a strong commitment to reliability, safety, and quality workmanship, E. Rodriguez Landscaping Inc. delivers comprehensive outdoor maintenance solutions designed to enhance the appearance, safety, and functionality of public and private spaces. Our team is experienced in working within roadway corridors, public rights-of-way, parks, and municipal facilities while maintaining strict compliance with local, state, and environmental regulations.

Our services include landscape maintenance, sod installation, tree planting and trimming, irrigation system repair and inspections, plant and tree installation, and general grounds maintenance. We utilize professional equipment and trained personnel to ensure each project is completed efficiently and to the highest industry standards.

E. Rodriguez Landscaping Inc. is committed to providing dependable service, responsive communication, and cost-effective solutions that meet the needs of our clients. We take pride in delivering professional results while maintaining the natural beauty and sustainability of the landscapes we manage.

We look forward to the opportunity to partner with your organization and provide quality landscaping services that contribute to the continued beautification and maintenance of your community.

Sincerely,

E. Rodriguez Landscaping Inc.
Miami-Dade County, Florida
786-286-7112
Officemanager@erodriguezlandscapinginc.com

Company Contacts

Company Owner / Authorized Representative
Name: Esteban Rodriguez
Title: Owner / President
Phone: 786-286-7112
Email: Erodriguez@erodriguezlandscapinginc.com

Bid / Contract Contact/ Management/ Administration
Name: Zuheily Cordero
Title: Project Manager / Estimator/ Office Manager
Phone: 786 728 1153
Email: Zuheily@erodriguezlandscapinginc.com

Field Operations Contact
Name: Esteban Rodriguez
Title: Operations Supervisor
Phone: 786-286-7112
Email: Erodriguez@erodriguezlandscapinginc.com

Billing:
Laura Herbert
Title: Accounting
Phone: 786-720-6930
Email: Officemanager@erodriguezlandscapinginc.com
CC: Zuheily@erodriguezlandscapinginc.com

Emergency / After-Hours Contact
Name: Esteban Rodriguez
Phone: 786-286-7112

Company Information

E. Rodriguez Landscaping Inc.
12800 SW 194TH AVE,
Miami, FL 33196
Mailing: PO Box 971987,
Miami FL 33197
Office: 786-720-6930
Email: Officemanager@erodriguezlandscapinginc.com
https://www.erodriguezlandscapinginc.com/

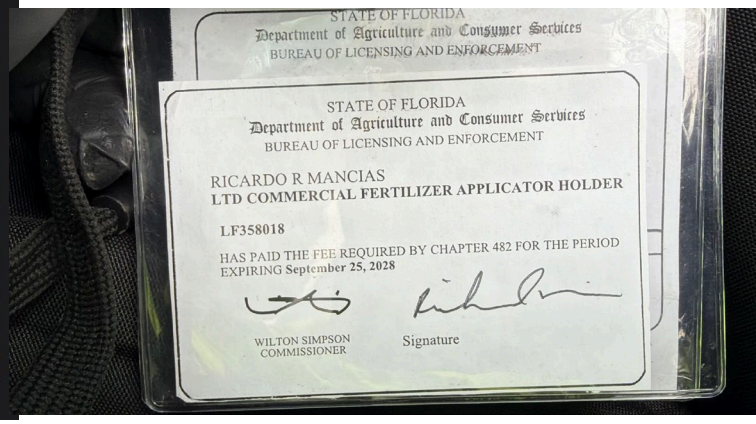
Business Licenses & Registrations

E. Rodriguez Landscaping Inc. maintains all required business registrations and licenses to operate in the State of Florida and within local municipalities. Copies of the following licenses and registrations are included in this section.

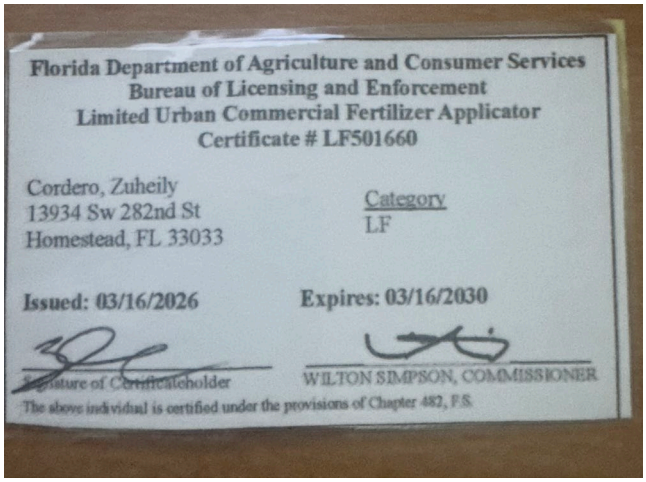
Business Registrations & Licenses

License / Registration	License Number	Issuing Agency
Florida Business Registration	P05000113175	Florida Department of State
Local Business Tax Receipt	3750966	Miami-Dade County
Landscaping / Horticulture Certification	GV934598-1	University of Florida IFAS Extension









UF IFAS Extension
UNIVERSITY of FLORIDA

GV934598-1
Certificate #

GV934598
Trainee ID #

Florida-Friendly Landscaping™ GI-BMP PROGRAM

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Zuheily Marie Cordero

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman
Assistant Director Florida-Friendly Landscaping™ Program

T. Wichman
Instructor

03/09/2026
Date

Claire Lewis, MLA
Director Florida-Friendly Landscaping™ Program

CERTIFICATE
OF COMPLETION

ERVIS SUAREZ

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

.

Training Provider:

Access Safety Compliance Training
11481 SW Rossano Ln.
Port St. Lucie FL 34987
Phone: 561-350-8913

Verify this Certificate by visiting www.motadmin.com

06/02/2025	05/22/2029	L R	642575
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2026

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: Israel Moure	
Avante Insurance Group 8700 West Flagler Street Suite 402 Miami FL 33174	PHONE (A/C, No, Ext): (305) 221-2400	FAX (A/C, No): (305) 221-2411
	E-MAIL ADDRESS: imoure@avanteins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
E. Rodriguez Landscaping Tree Division LLC PO Box 971987 Miami, FL 33197	INSURER A : Mid-Continent Casualty Company	23418
	INSURER B : GEICO Marine Insurance Company	37923
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** GL 26-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			09SL000023511	11/28/2025	11/28/2026	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 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			9300248825	02/17/2026	02/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 100,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2026

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:	
AP Intego Insurance Group, LLC 1075 Main Street, Suite 220 Waltham, MA 02451	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: support@apintego.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : NorGUARD Insurance Company	31470
INSURED E.Rodriguez Landscaping inc 12800 SW 194th Ave Miami FL 33196	INSURER B :	
	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	
	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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ESWC658750	04/23/2025	04/23/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Experience & Qualifications

Experience Statement

E. Rodriguez Landscaping Inc. has extensive experience providing landscape maintenance, irrigation repair, tree installation, and turf management services throughout Miami-Dade County. Our company services commercial properties, homeowner associations, and roadway landscapes. Our team is experienced in maintaining large turf areas, performing irrigation wet checks, tree trimming, and installing sod, plants, and trees in accordance with industry standards.

Project 1

Client: Charter School Association
Location: Miami, Florida
Type of Work: Full Landscape Maintenance

Description:
Provided weekly lawn maintenance including mowing, edging, hedge trimming, irrigation inspections, plant replacement, and seasonal mulching as well as tree trimming, fertilization and pest control.

Contract Value: $259,848 annually
Dates: 2005 – Present

Project 2

Client: City of Miramar
Location: Broward County, FL
Type of Work: Full Landscape Maintenance

Description:
Provided weekly lawn maintenance including mowing, edging, hedge trimming, irrigation inspections, plant replacement, and seasonal mulching as well as tree trimming, fertilization and pest control.

Contract Value: $39,960 annually
Dates: 2024 – Present

Project 3

Client: Pimentel Construction Group LLC
Location: Miami, FL
Type of Work: Tree Installation

Description:
Installed large-caliper trees, shrubs, and sod. Provide pruning, fertilization, and plant replacement.

Contract Value: $127,050
Dates: 2026

Equipment List

Equipment	Quantity	Purpose / Notes
Dump Trucks	2	Hauling soil, mulch, debris
Skid Steer Loaders	2	Grading, planting, material handling
Mini Excavators	2	Tree planting, trenching, irrigation work
Backhoe Loader	1	Digging, grading, tree and shrub installation
Commercial Lawn Mowers	5	Turf maintenance
Hedge Trimmers	6	Shrub and hedge maintenance
Chain Saws	4	Tree trimming and removal
Edgers / Weed Eaters	6	Edge trimming and underbrush
Leaf Blowers	5	Cleanup and debris removal
Woodchipper	1	Tree and branch removal
Trucks	6	Transportation
Trailers	6	Hauling equipment and materials
Irrigation Tools / Pumps / Controllers	Various	Irrigation installation and maintenance
Shovels, Rakes, Hoes, Hand Tools	Multiple	Planting, maintenance, soil prep
Wheelbarrows	4–6	Material transport
Traffic Cones & Safety Barriers	Set	Public and worker safety on roadways
Sprayers (Backpack & Trailer-Mounted)	4	Fertilizer, pesticide, and herbicide application
Tree Lifts / Boom Trucks	2	Large tree installation
Mulch / Compost Spreaders	1	Material distribution

Invitation to Bid

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

TITLE:

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

ITB NO.:

2026-11-006

DUE DATE:

Thursday, April 2nd, 2026 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Monday, March 16th, 2026

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT 3

SECTION 2.0 INTRODUCTION 4

SECTION 3.0 TERMS AND CONDITIONS 5 - 13

SECTION 4.0 SCOPES OF SERVICES 14 – 20

SECTION 5.0 BID SUBMISSION REQUIREMENTS 21

SECTION 6.0 EVALUATION AND SELECTION CRITERIA 22

SECTION 7.0 SCHEDULES OF EVENTS 23 - 24

SECTION 8.0 REQUIRED BID SUBMITTAL FORMS 25 - 45

SECTION 9.0 OTHER FORMS 46 - 47

SECTION 10.0 EXHIBITS 48 - 67

- AGREEMENT 68
- Exhibit “A”: Common Areas 69
- Exhibit “B”: Lot Maintenance and Abandoned Property Program 69
- Exhibit “C”: Other Landscape Services 69
- Exhibit “D”: Ordinance 08-10 Form 69

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)
No. 2026-11-006

The Village of Palmetto Bay is seeking bids from a qualified Company for landscape maintenance throughout the Village owned properties. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, April 2nd, 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 "**Village-Wide Landscaping and Maintenance (Public Services and Code Compliance) ITB# 2026-11-006**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, March 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 **Monday, March 16th, 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")

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

The Village is seeking a licensed landscaping Company to provide landscape maintenance on a schedule basis. These services will include locations for example medians, chicanes, traffic circles and will require the Company to develop an maintenance of traffic (MOT) of his/her own, meeting the requirements specified in the manual of Uniform Traffic Controls. The Village in addition is requesting services for abandoned lot or foreclosed residential homes located within the jurisdiction that need maintenance.

The successful Company shall be licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, and responsible for providing landscape/grounds maintenance services performed by qualified employees acceptable to the Village. A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village. The background checks will be conducted by a third-party vendor to the Village, at the cost of the bidder, and provided directly to the Village by the third-party vendor. The bidder shall authorize the vendor to provide the background checks directly to the Village, without interference by or viewing prior by the bidder. The background checks shall be as to all principals and any employees of bidder to staff the site as proposed under the ITB. Any principle of the bidder determined to have a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would preclude from providing services. The employees of the bidder determined to have a felony or violent crime history, including but not limited to domestic violence, assault or violations that would violate the Shannon Melendi Ordinance would result in disqualification of said employee from providing services to the Village, through the bidder's proposal and may result in a precluding the bidder from providing services, at the discretion of the Village Manager.

Duties shall include, but not necessarily limited to the mowing of grasses (with pick-up of any debris on grounds prior to mowing); edging; weed-eating/trimming; raking and disposal of leaves/debris; blowing; pruning shrubs; weed control; maintaining written reports and/or logs as may be required; and responding to landscaping/grounds maintenance complaints/incidents/emergencies as they arise and investigate/remedy accordingly. The Company shall supply all necessary labor, equipment, materials, etc. necessary to perform all tasks in a professional and timely manner. Work shall begin no earlier than 7:00 a.m. as per the Village's noise ordinance.

The successful Company will sign a contract with the Village for three (3) years with two (2) one (1) year renewal options not to exceed five (5) consecutive years. These extensions are at the Village's discretion if the Village chooses to do so.

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 30th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, March 30th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”. This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be

prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work - TECHNICAL SPECIFICATIONS

Mowing

- Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass. All litter, debris, branches, sticks and foreign objects shall be removed before mowing to avoid shredding and damage by propelled rocks, cans, or other materials. A Chute Blocker shall be used on the discharge shoot of mowers in all areas around pedestrians and vehicles. Mowing wet grass shall be avoided when possible to prevent turf damage. Grass clippings or debris caused by mowing will be removed from all areas immediately. All grass clippings accumulated on freshly cut grass areas following mowing shall be vacuumed or raked up as a part of the mowing task.

- The cutting height shall be a minimum of two and a half inches (2 ½") to a maximum of three inches (3") above soil level. All equipment shall be cleaned before and after each use with water at a high pressure as to not allow cross pollination of seeds. Mower blades shall be kept sharp so that the cut grass edge is clean and not torn or ragged.

- Mowing shall be done carefully so as not to damage bark on trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, irrigation timers, curbs, or other facilities and/or amenities. Should any of the above listed have damage incurred by the Company, the Company will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Company for repair or replacement.

- Rotary mowers will be used on St. Augustine grass. Reel mowers or rotary mowers specially designed to cut Bermuda grasses shall be used on any Bermuda grass. All mowing shall be done with finish mowers.

Weed-Eating

- Weed-eating shall be performed during, or immediately following mowing, and may be accomplished by hand, hand powered shears or rotary nylon 'fish line' cutting machines. Weed-eating should leave grass at the same height as the mowed turf. Trimmings from weed-eating must be removed from around all obstacles in the turf such as posts, trees, walls and fences. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper operation.

Edging

- The Company shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, underneath/around benches, lighting, or other structures. This mechanical edging (vertical trimming) shall be done during or immediately following mowing to produce a neat vertical and uniform line.

- Dirt and debris produced by edging or trimming will be removed completely from the site. Landscape lighting shall be wiped off or vacuumed as needed to prevent accumulation of clippings and dead insects. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired within forty-eight (48) hours of the occurrence at the Company's expense.

Weed Control

- Weeds are to be manually removed from shrubs, hedges, ground cover and/or flower beds and tree rings during each frequency. Weeds are also to be removed from walkways, pavers, curbs, expansion joints and along fence lines. Only environmentally friendly weed control products shall be used, if needed.

Shrub/Hedge Trimming

- All trimmings will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any tasks/operation. Shrub and hedge trimming shall be done at a frequency of the Predictive Scheduling as listed below.

- Hedges shall be maintained in a geometric form and may be sheered by manual or mechanical hedge shears to appropriate shape or shapes specifically requested by the Village. All cuttings and clippings shall be removed and disposed of offsite by the Company, the same day trimming/hedging was performed. Upon request of the Village, invoices for dump tickets or other proof that vegetation and other debris has been properly disposed of shall be supplied by the Company.

- Special allocations for Palmetto Palms that are located on US1 Bullnoses, across from McDonalds on south end, and across from AT&T on north end. Palms are to be trimmed to reduce overall height to four (4) feet twice (2x) yearly.

- The Company shall exercise care of complying with DOT standards with regards to the trimming of shrubs and/or hedges adjacent to roadway surfaces, e.g., maximum height, etc.

- Ground cover shall also be selectively cut back to encourage lateral growth, etc., at the collective agreement of both the Company and Village.

Litter/Debris/Leaf Control

- Litter removal from all locations shall be done for all areas maintained by the Company during each frequency visit, including grass areas, plant beds, etc.; specifically removing paper, glass, trash, downed fronds/limbs or any undesirable material or debris.

- During each frequency visit, all accumulation of leaves from any and all areas shall be either vacuumed up or raked and bagged for proper disposal by Company.

Frequencies

- Bid Forms show the frequency of service. The frequency may change if the Village sees that in needs to increase or decrease the services in certain locations.

Scope of Services- Predictive Scheduling for all sites excluding SW 184th Street Between 94th Avenue & 84th Court

Task	Freq.	Months	Months	Months		Details
		Jan-May	Jun-Jul	Aug-Dec		
Mowing	26	2x month	3x month	2x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-May	Jun-Jul	Aug-Dec		
Weeds	26	2x month	3x month	2x month		Herbicides, mechanical and manual applications

The SW 184th Street Between 94th Avenue & 84th Court site will have the following Predictive Scheduling

Task	Freq.	Months	Months	Months		Details
		Jan-Apr	May-Sep	Oct-Dec		
Mowing	17	1x month	2x month	1x month		Mowing, edging, litter removal
		Jan-Apr	May-Sep	Oct-Dec		
Shrubs	17	1x month	2x month	1x month		Trimming and shaping of shrubs
		Jan-Apr	May-Sep	Oct-Dec		
Weeds	17	1x month	2x month	1x month		Herbicides, mechanical and manual applications

This site is partially maintained by Miami-Dade County, they only service the turf grass. If turf has been serviced by MDC just prior to the Company arriving onsite then the Company will have the following options; a) proceed to provide all other services except mowing at that time, then revisit between 10-14 days later, within the same calendar month, to perform the turf mowing only, or b) Reschedule the site visit for 10-14 days later to perform all services. The Company may only bill the Village for services performed during each calendar month.

Documentation of Services

All service dates shall be provided to the Village personnel in direct supervision of the Company a month prior to service visits. All service actions shall be documented by Photo Stamped Pictures with Location and Date embedded in pictures and submitted with monthly invoices. Additional

documentation shall be in the form of a Spreadsheet showing Location Sites with Date of Visits, Services Preformed and Signature of Crew Chief Onsite at the time of visit.

4.02 PROTECTION OF EXISTING STRUCTURES

All existing buildings, walks, walls, piping, other site construction items, and planting already completed or established shall be protected from damage by the Company unless otherwise specified. All damage resulting in negligence shall be repaired or replaced to the satisfaction of the Village, at no cost to the Village.

4.03 PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

The Company shall be responsible for all unauthorized cutting or damage to trees and shrubs existing or otherwise, caused by careless equipment operation, material stockpiling, etc. This shall include compaction by driving inside the dripline and spilling the oil, gasoline, or other deleterious materials withing the dripline. No materials shall be burned where heat will damage any plant. Existing trees killed or damaged so that they are misshapen and/or unsightly shall be replaced at the cost to the Company.

4.04 MATERIALS

Materials listed below shall be submitted for approval. Upon submittal approval, delivery of materials may commence.

Material	Submittal
Mulch	Product Data
Topsoil Mix	Amendment Mix/Product Data/Test Results
Plants	Photographs of one (1) of each species (or tagged in nursery)
Herbicide	Product Data

Mulch

Mulch material shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of three inches (3”). Clear mulch from each plant’s crown (base). The materials will be an added option to the bid sheets.

1. Trees shall be pruned, at the direction of the Village to preserve the natural character of the plant. All removed living tissue, and all broken or badly damaged branches shall be removed with proper pruning cuts as per ANSI A300 Part 5 Pruning Standards. All pruning to be performed or supervised by an ISA Certified Arborist, and in accordance with ANSI A300-2023 Tree Care Standards.

4.05 MAINTENANCE OF TRAFFIC (MOT)

1. Traffic controls shall be in accordance with the Village of Palmetto Bay Code of Ordinances pertaining to maintenance of traffic, the current editions of the Florida DOT standard plans (102 series), the standard specifications for road and bridge construction, and the manual on Uniform Traffic Controls Devices as minimum criteria.

2. The Company shall develop MOT of his/her own, meeting the requirements specified in the manual of Uniform Traffic Control Devices latest edition and the FDOT standard drawings 102 series per the conditions of the FDOT Landscape ROW permit, standard drawings 102-600, 102-613,102-616, and 102-660 are to be adhered to for this project. Company to submit shop drawings in accordance with FDOT specifications for FDOT approval.

3. Notification of lane closures or temporary detours shall be accomplished in advance of closure or detour by coordinating with the Village and FDOT.

4. At the discretion of the Village, if a lane closure causes extended congestion or delay, the Company shall be directed to reopen the closed lane(s) until such time that the traffic flow has returned to an acceptable level.

5. Lane closure shall occur only during non-peak hours on non-event days/nights. No interruption to traffic is permitted from Monday to Friday from 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. or on weekends and holidays.

6. Regulatory speed established within the work zone travel ways shall be thirty-five (35) miles per hour (MPH), established by Index 102-600. Reduced speed signs shall be installed on separate posts from regulatory speed signs in accordance with the standard indexes.

4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   - This includes medians, chicanes, traffic circles and shall require proper MOT planning to execute. These areas are located at:

     Village Hall: 9705 E. Hibiscus Street
     Public Services: 9495 SW 180th Street
     US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)
     Franjo Road SW 97th Avenue- From 184th Street north to US1
     Old Cutler Road and 184th Street- Monument
     SW 174th Street – Chicanes
     SW 164th Street - Chicanes
     SW 184th Street Between 94th Avenue and 83rd Ave
     SW 82nd Avenue 160th Street Traffic Circle
     SW 82nd Avenue and 168th Street Traffic Circle

SW 87th Avenue and 168th Street Traffic Circle

- All these site locations, with the exception of the US1 site, have been located with Google Earth for your view at the end of this solicitation with the corresponding bid sheet. **(See Exhibit "A")**

2. **Lot Maintenance and Abandoned Property Program:**

- The Bidder shall provide basic lawn maintenance services on an "as-needed basis", secure exposed and/or unsafe pools, remove debris from abandoned properties to include lots within the Village's jurisdiction.

- The Bidder shall take before and after pictures of the property that was serviced, must document time, date, and submit pictures with their invoice for payment.

- The height of the grass cannot be more than two and a half inches (2 ½"), Village staff reserves the right to change the mowing height based on various growing patterns.

- Edging to be completed at each service which includes all curbs, sidewalks, and streets.

- All clippings to be blown off driveways and walkways. These clippings shall not be blown out to the street, adjacent properties, or storm drains.

- During service, the Bidder will report any graffiti found at its service location to the Village.

Specifications for covering unsafe pools must include the following:

- Bidder shall clean the area surrounding the pool prior to the installation of the pool cover.

- Bidder shall report immediately to the Village any potential health or safety hazards associated with the current condition of the pool.

- Bidder shall consult with the Village prior to installing the pool cover to ensure the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be installed to provide an adequate safety barrier that would discourage the use of such structures by humans and/or animals. The standard size of a pool cover is fifteen feet by thirty feet (15' X 30'). If the pool requires a cover that exceeds the standard size, the Bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with the oversized cover.

- Bid Sheet for services pertaining to Lot Maintenance and Abandoned Property program will be at the end of this solicitation. **(See Exhibit "B")**

3. **Other Landscape Services:**

- Mulch, Stump-Grinding, Tree Removal and Tree Installation forty-five (45) gallon, Plant Installation for three (3) gallon and seven (7) gallon potted plants.

- There is a bid sheet for these optional items that have been requested by Village staff. That bid sheet is also located at the end of this solicitation. **(See Exhibit "C")**

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 April 2nd, 2026.

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

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

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

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement
Ordinance 08-10 - Shannon Melendi Act Form

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	Monday, March 16th, 2026	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, March 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 30th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, March 30th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, April 2nd, 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. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: E. Rodriguez Landscaping, 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: Landscaping, Sodding

Initial Value of Contract: Various Projects Final Value of Contract: Various Projects

Length of Contract: 1 Year

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

E. Rodriguez Landscaping, Inc has provided excellent service in all my projects. Very Professional & Extremely reliable

Name of Public Entity/Company: Pimentel Construction Group, LLC

Name of Individual completing this form: Jonathan J. Pimentel

Signature: Title: President

Telephone: 786-531-1565 Email: info@thepimentelgroup.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Charter School Associates

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 landscape maintenance services for multiple Charter School Associates properties. Services performed include routine lawn maintenance such as mowing, edging, hedge trimming, and tree trimming, landscape enhancements, installation of plants and trees, and seasonal mulch installation performed twice annually, performs irrigation system wet checks and repairs. As well as fence repair and installation.

Initial Value of Contract: 259,848 Final Value of Contract: on going

Length of Contract: 2005-present

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:

All services are performed with professional equipment and in accordance with industry standards to ensure safe, reliable, and high-quality results.

Name of Public Entity/Company: Charter school assocation

Name of Individual completing this form: Angel Treto

Signature: [signature] Title: Regional Facility Director

Telephone: 305 979 2143 Email: ATreto@charterk12.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: E. RODRIGUEZ LANDSCAPING

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: LANDSCAPING AND TREE TRIMMING FOR MULTIPLE PROPERTIES FOR OVER 10 YEARS.

Initial Value of Contract: VARIOUS Final Value of Contract: VARIOUS

Length of Contract: 10+ 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:

VERY RELIABLE AND COMPETENT LANDSAPERS !!

Name of Public Entity/Company: BREDER MANAGEMENT CORP.

Name of Individual completing this form: MICHAEL YETTO

Signature: _____ Title: VICE PRESIDENT

Telephone: 305-339-9816 Email: MICHAEL@BREDERMC.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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Esteban Rodriguez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: E. RODRIGUEZ LANDSCAPING 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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 20 day of March, 2026, by Esteban Rodriguez. He/She was not personally known, but or produced Driver license as a form of identification.

N/A

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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 Esteban Rodriguez

For E. RODRIGUEZ LANDSCAPING INC

Whose business address is: 12800 SW 194th Ave Miami Fl 33196

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3322525

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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

ACKNOWLEDGMENT

State of Florida Type tt here)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or _ online notarization**, this 20 day of March, 2026, by Esteban Rodriguez. He/She was ☐ personally known, ☐ or produced Driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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: Esteban Rodriguez OWNER

(print individual's name and title)

for: E. RODRIGUEZ LANDSCAPING INC

(print name of entity submitting sworn statement)

whose business address is: 12800 SW 194th Ave Miami Fl 33196

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3322525

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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 Esteban Rodriguez. He/She was not personally known, but or produced driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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, Esteban Rodriguez being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

20-3322525

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

E. RODRIGUEZ LANDSCAPING INC

Name of Entity, Individual, Partners or Corporation

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

12800 SW 194th Ave 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
Esteban Rodriguez	12800 SW 194th Ave Miami Fl 33196	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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 Esteban Ramirez. He/She was not personally known, but or produced Driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We E. Rodriguez Landscaping Inc Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay village-wide landscaping and maintenance, ITB# 2026-11-006, 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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 26 day of March, 2026, by Esteban Rodriguez. He/She was not personally known, but or produced driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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 E. Rodriguez Landscaping 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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

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 2 day of March, 2026, by Esteban Rodriguez. He/She was not personally known, but or produced driver license as a form of identification.

WITNESS my hand and official seal

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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: Esteban Rodriguez

Name (typed): Esteban Rodriguez

Title: OWNER

Company: E. RODRIGUEZ LANDSCAPING INC

Date: March 16,2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Esteban Rodriguez (the individual attesting below), being duly authorized by and on behalf of E. RODRIGUEZ LANDSCAPING 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 16 day of March, 2026.

Esteban Rodriguez
Signature of Affiant

Print or Type Name: Esteban Rodriguez

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of March, 2026, by Esteban Rodriguez. He/She was ner personally known, bor or produced driver license as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 2 day of March, 2026.

My Commission Expires: 3/30/2030

Notary Public

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

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: Esteban Rodriguez

Title: OWNER

Signature: Esteban Rodriguez Date: March 16,2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: E. RODRIGUEZ LANDSCAPING INC ("**Company**")

Vendor FEIN: 20-3322525

Address: 12800 SW 194th Ave

City: Miami State: Florida Zip: 33196

Phone number: 786-286-7112 Email Address: Erodriguez@erodriguezlandscapinginc.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: Esteban Rodriguez

Title: OWNER

Signature: Esteban Rodriguez

Date: March 16,2026

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)
Erodriguez landscaping, 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.)
12800 SW 194th Ave

Requester's name and address (optional)

City, state, and ZIP code
Miami, Florida 33196

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
2 0 - 3 3 2 2 5 2 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 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 ▶ Esteban Rodriguez Date ▶ March 16,2026

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.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: E. RODRIGUEZ LANDSCAPING INC
Company

12800 SW 194th Ave Miami Fl 33196
Address

ATT: Esteban Rodriguez OWNER
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)** ITB No. 2026-11-006 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: One hundred forty-three thousand four hundred Dollars ($143,400.00) submitted to the Village of Palmetto Bay (Owner) on April 02, 2026 (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: E. RODRIGUEZ LANDSCAPING INC
Company

12800 SW 194th Ave Miami Fl 33196
Address

ATT: Esteban Rodriguez OWNER
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)**
ITB No. 2026-11-006 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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL
AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Esteban Rodriguez

owner

(print individual's name and title)

For: E-Rodriguez landscaping INC

(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 12800 SW 194 ave miami FL 33196

And its Federal Employer Identification Number (FEIN) is

20-3322525

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Esteban Rodriguez owner, am duly authorized to make this sworn statement

(Print individuals name and title)

On behalf of:

E-Rodriguez landscaping INC.

(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that E-Rodriguez landscaping INC has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Esteban Rodriguez — (Print Name)
Esteban Rodriguez — (Signature)
3/10/26 — Date

Sworn to and subscribed before me this 2nd day of March, 20 26.

☐ Personally known to me, or ☑ Produced Identification. driver license
(Type of identification)

Notary Public - State of Florida

INGRID L. ROSARIO RIVERA
MY COMMISSION # HH 758318
EXPIRES: March 30, 2030

My commission expires 3/30/2030 ; _____
(Print or stamped commissioned name of notary public.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

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

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

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

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(3) is a sexual offender or a sexual predator; or

(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or opetated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible mannet, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not mote than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest:
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller YES
Council Member Paul Neidhart YES
Council Member Shelley Stanczyk YES
Vice-Mayor Linda Robinson YES
Mayor Eugene P. Flinn, Jr. YES

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

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor E. Rodriguez landscaping INC

Date Addendum Received March 26, 2026

Total Pages of Addendum including Acknowledgement 2

Print Name Esteban Rodriguez

Signature Esteban Rodriguez

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 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor E-Rodriguez landscaping INC

Date Addendum Received march 26, 2026

Total Pages of Addendum including Acknowledgement 3

Print Name Esteban Rodriguez

Signature Esteban Rodriguez

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 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-006 – Exhibit A - Updated Bid Sheet" that includes the updated bid sheets to be used. The bid sheets can be found within this pdf. document on pages 3-16. Revision specifically to Exhibit "A", *US1 Medians & applicable ROWs.*

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

The ITB under **Section 4.0: Scope of Services** includes the following language:

"4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)"

Along with the previous clarification included in Addendum #2 regarding the area between 184th Street to 160th Street, the following information should be included:

On US1 from 160th Street north to 136th Street the eastside ROW is included for maintenance services.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor E. Rodriguez Landscaping Inc

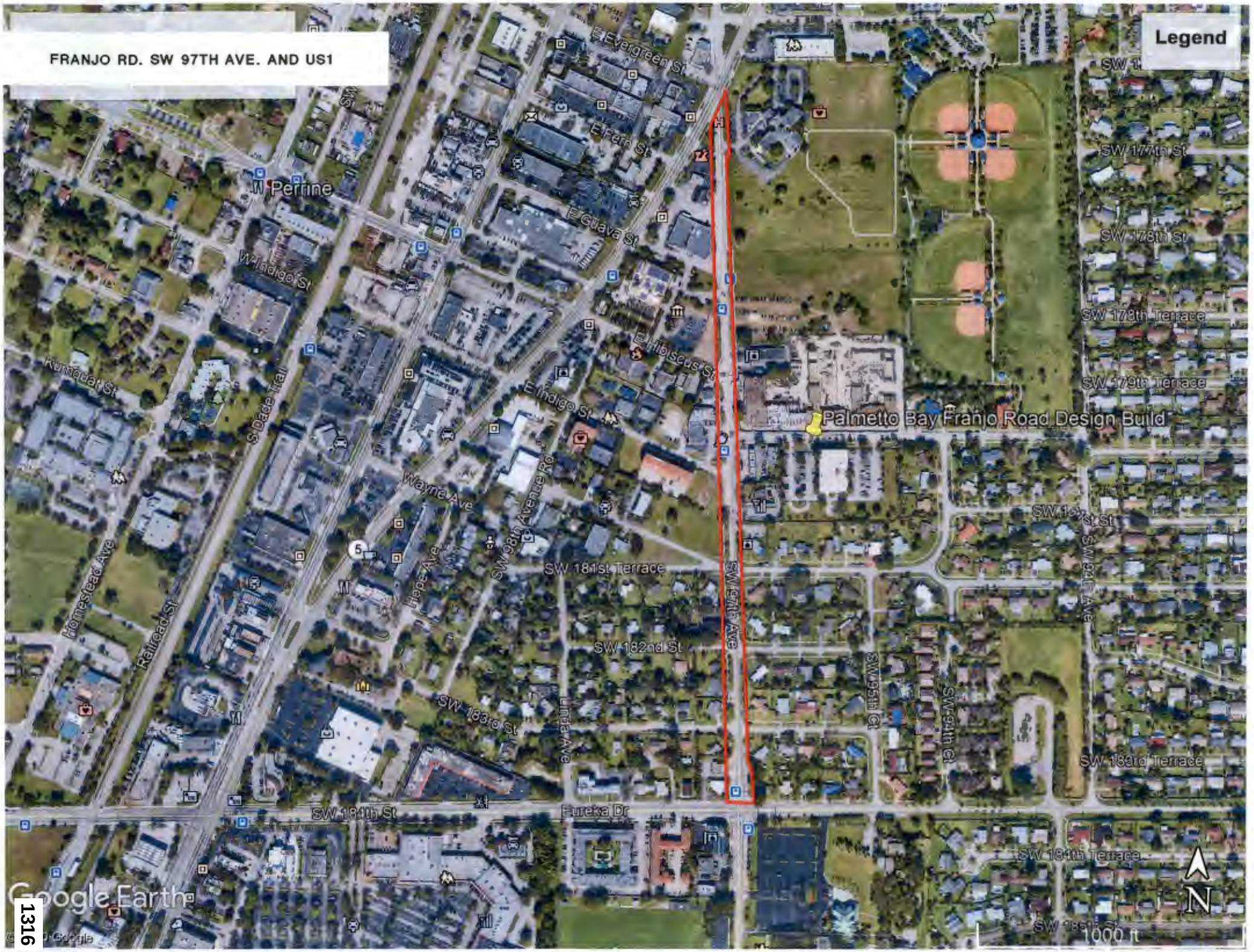
Date Addendum Received 03/26/2026

Total Pages of Addendum including Acknowledgement 16

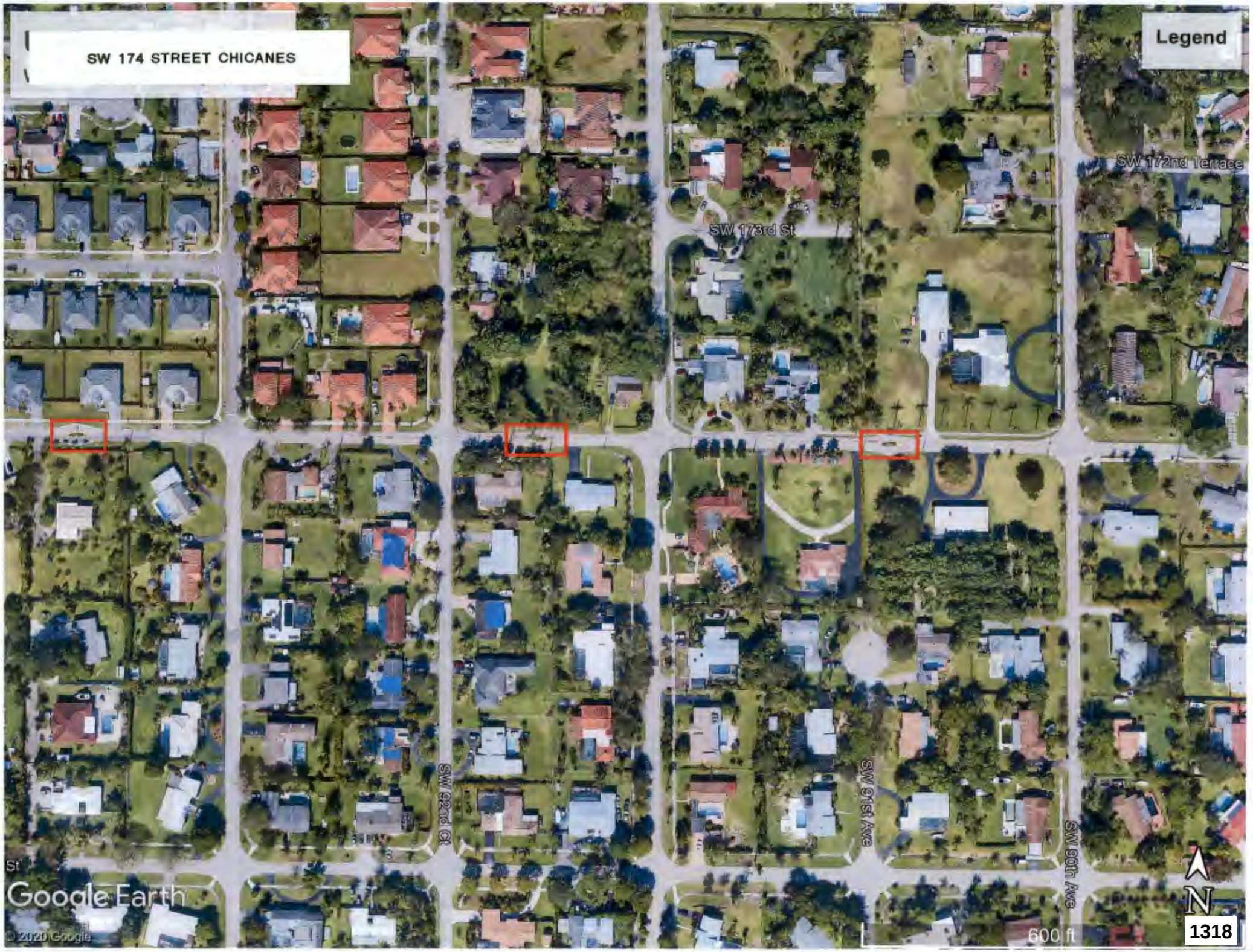
Print Name Esteban Rodriguez

Signature Esteban Rodriguez

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.

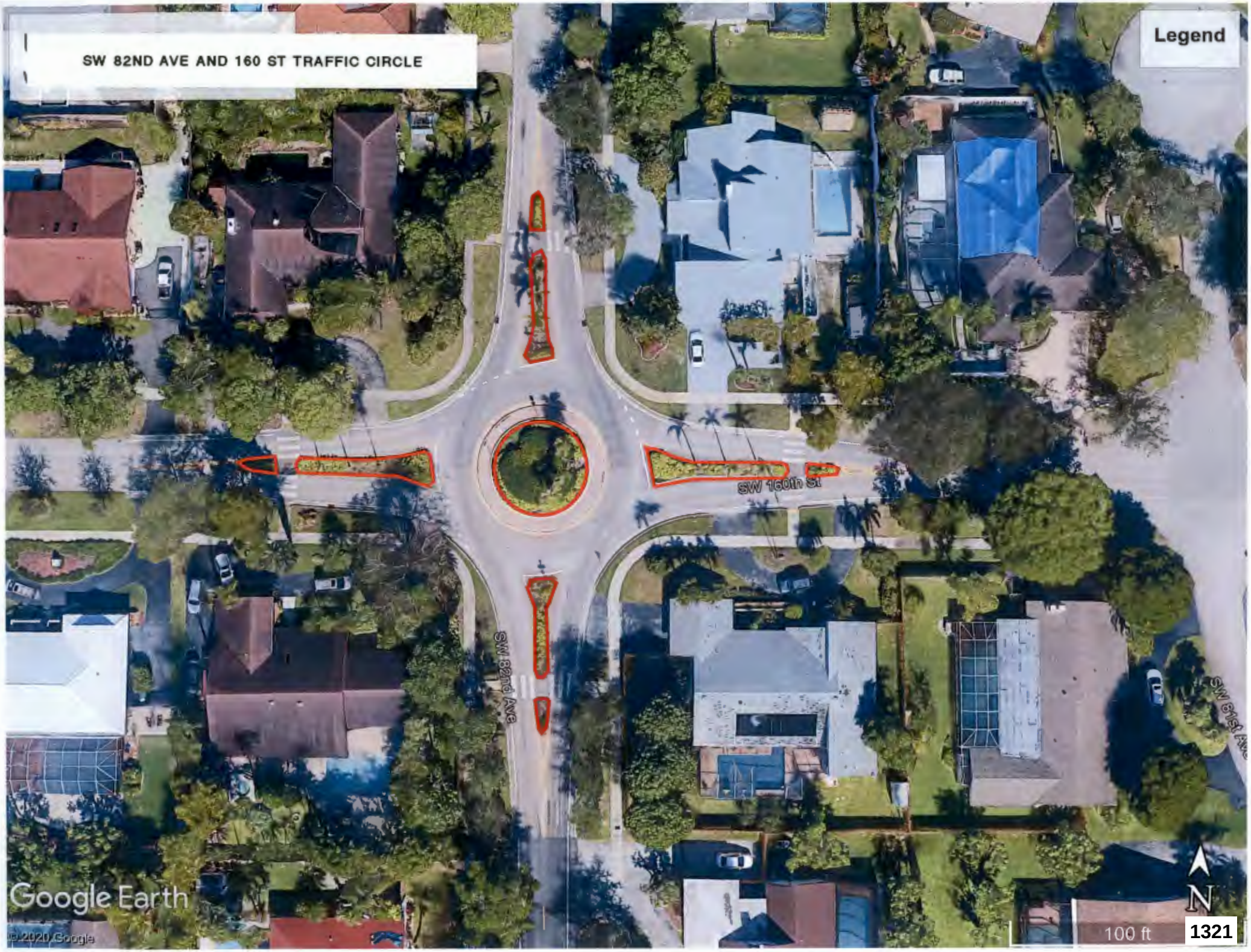

FRANJO RD. SW 97TH AVE. AND US1
Legend
Palmetto Bay Franjo Road Design Build
E Evergreen St
E Fern St
E Guava St
E Indigo St
E Hibiscus St
Perrine
W Indigo St
Kumquat St
S Dixie Hwy
Homestead Ave
Railroad St
Wayne Ave
Hibiscus Ave
SW 98th Avenue Rd
SW 181st Terrace
SW 182nd St
SW 183rd St
SW 184th St
Linda Ave
Eureka Dr
SW 97th Ave
SW 95th Ct
SW 94th Ave
SW 177th St
SW 178th St
SW 178th Terrace
SW 179th Terrace
SW 183rd Terrace
SW 184th Terrace
Google Earth
1000 ft
N
1316

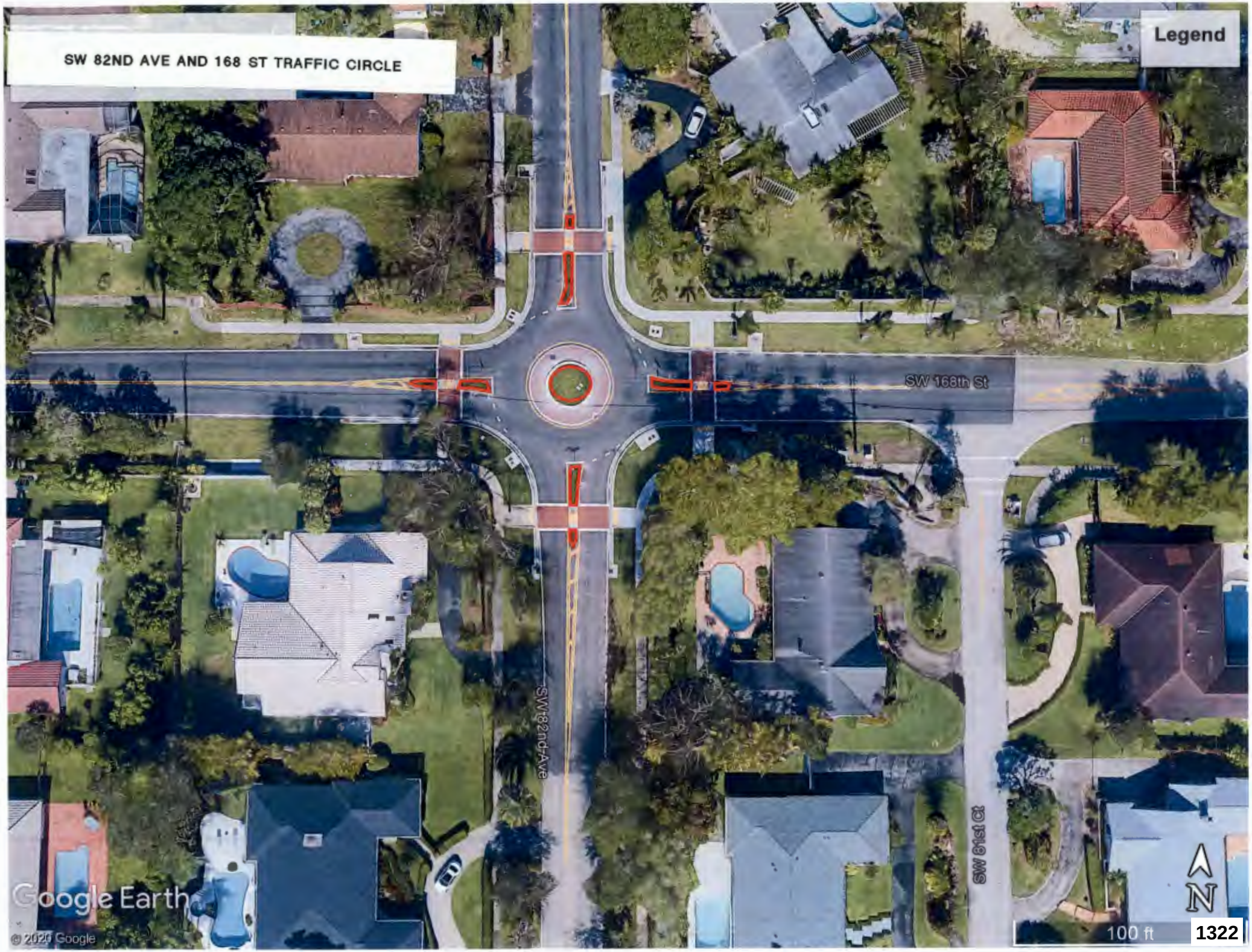

Old Cutler & 184th Street
Write a description for your map.
Legend
Untitled Polygon
West Akyko
Old Cutler Rd
Old Cutler Rd
SW 183rd Terrace
SW 184th St
SW 184th St
SW 184th St
7702
7705
7725
Google Earth
100 ft
1317

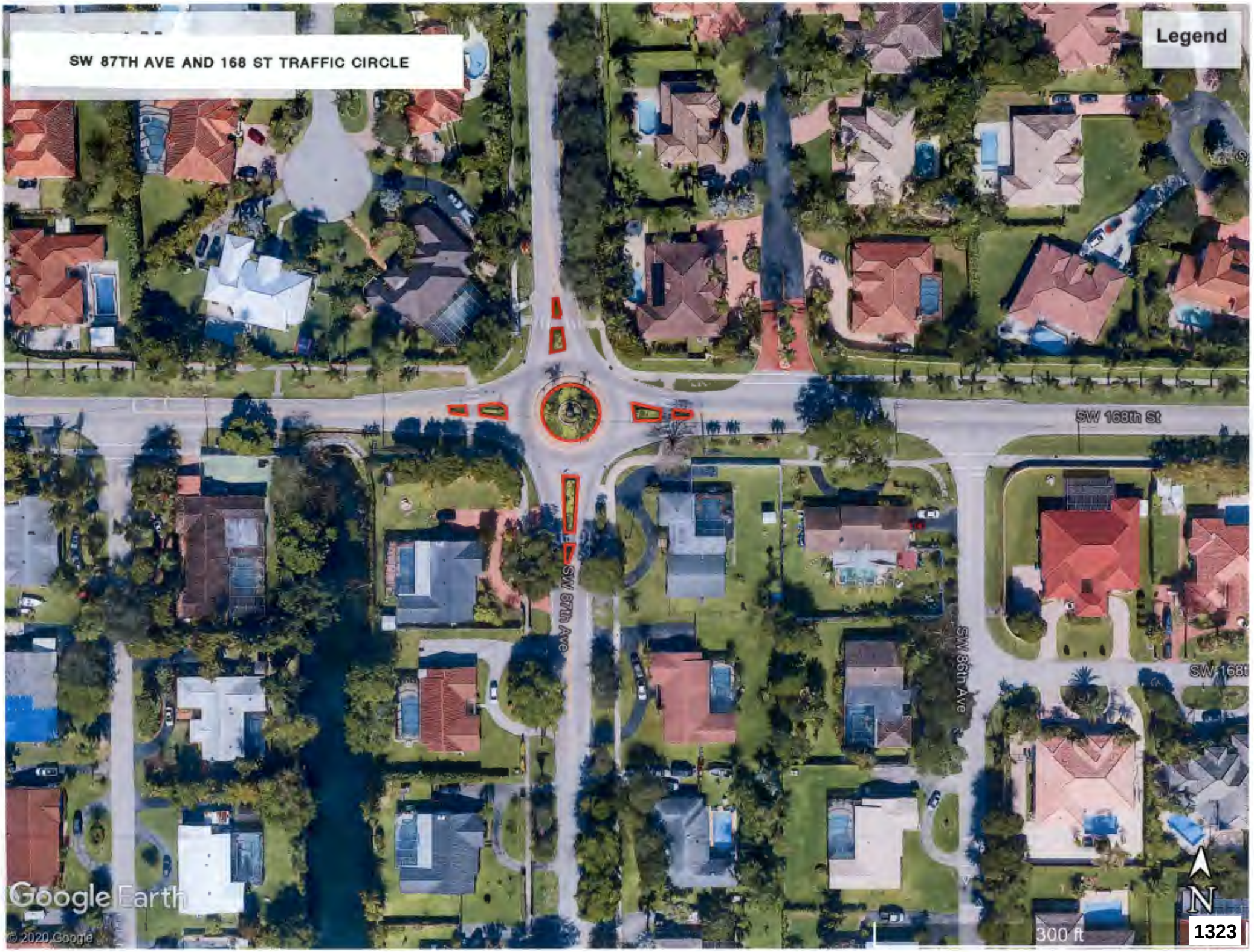

SW 174 STREET CHICANES
Legend
SW 172nd Terrace
SW 173rd St
SW 92nd Ct
SW 91st Ave
SW 90th Ave
Google Earth
© 2020 Google
600 ft
N
1318

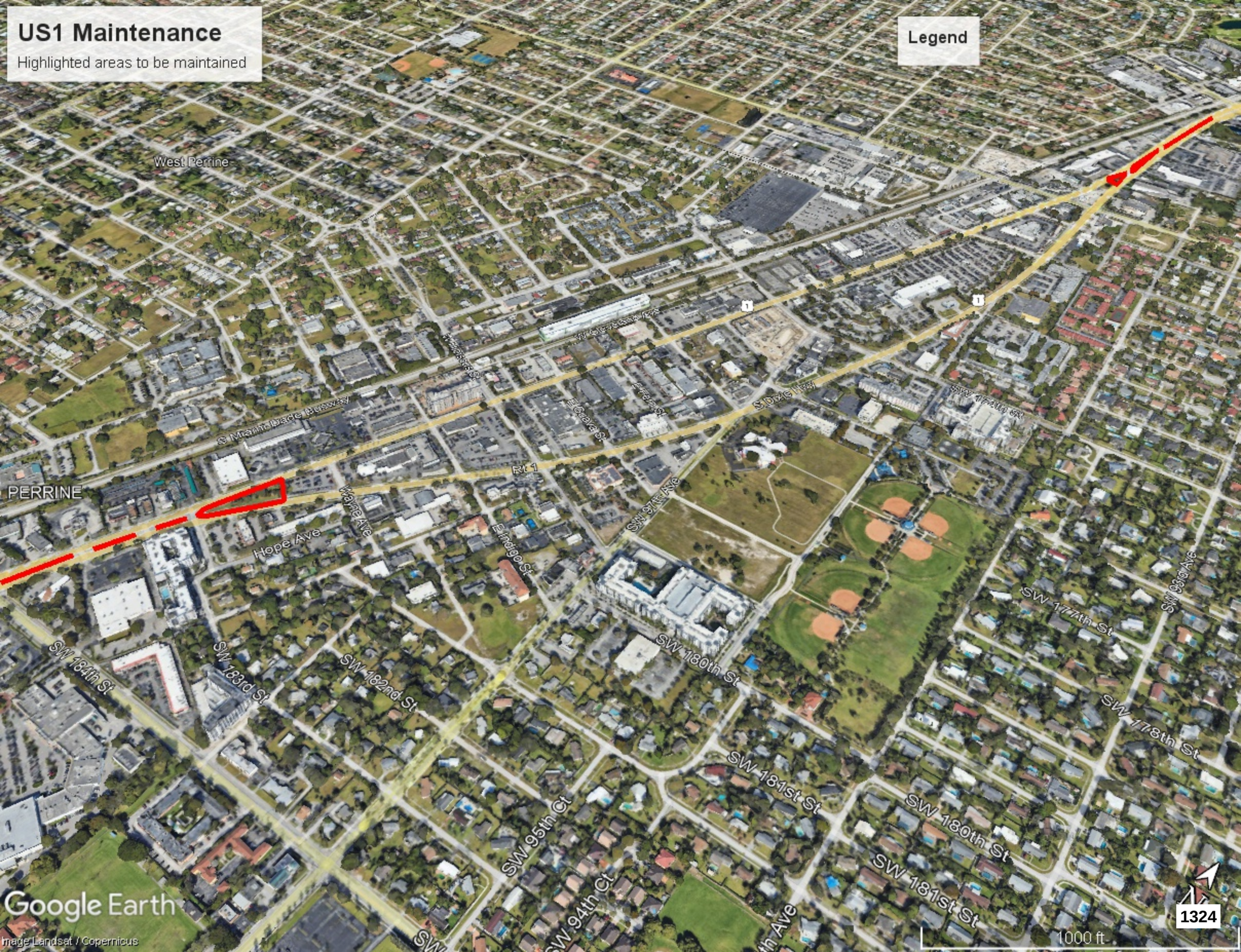

Chicanes SW 164th Street
Legend
Chicane
Chicane #1 of 3
Chicane #2 of 3
Chicane #3 of 3
SW 164th St
SW 164th St
SW 87th Ct
87th Ave
SW 166th St
Google Earth
1319
200 ft

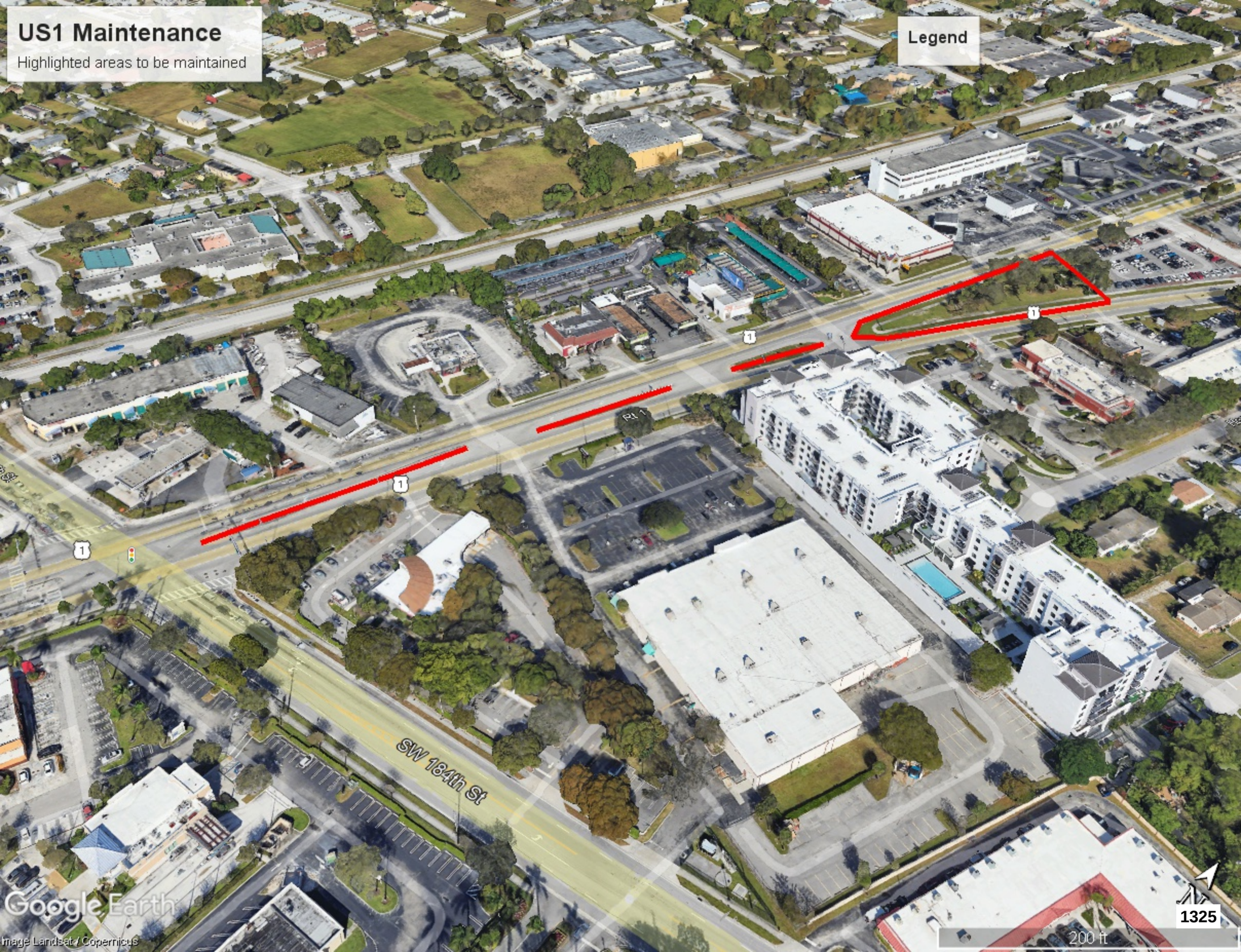

SW 184 ST BETWEEN 94TH AVE AND 84 CT
Legend
PPP Tran Tours Jamaica
Professional Roofing & Sales
SW 87 Av@SW 184 St
Vertical Reality
Whispering Pines Hammock Park
SW 179th Terrace
Road Design Build
SW 181st Terrace
SW 182nd Terrace
SW 183rd Terrace
SW 185th St
SW 185th Terrace
SW 186th St
SW 186th Terrace
Google Earth
1000 ft
1320


SW 82ND AVE AND 160 ST TRAFFIC CIRCLE
Legend
SW 160th St
SW 82nd Ave
Google Earth
N
100 ft
1321


SW 82ND AVE AND 168 ST TRAFFIC CIRCLE
Legend
SW 168th St
SW 82nd Ave
SW 81st Ct
Google Earth
© 2020 Google
100 ft
N
1322


SW 87TH AVE AND 168 ST TRAFFIC CIRCLE
Legend
SW 168th St
SW 87th Ave
SW 86th Ave
SW 168t
Google Earth
© 2020 Google
300 ft
N
1323


US1 Maintenance
Highlighted areas to be maintained
Legend
West Perrine
PERRINE
S Dixie Hwy
US 1
Hope Ave
Wayne Ave
Eldridge St
SW 97th Ave
SW 177th St
SW 176th St
SW 180th St
SW 178th St
SW 181st St
SW 180th St
SW 181st St
SW 184th St
SW 183rd St
SW 182nd St
SW 95th Ct
SW 94th Ct
Google Earth
Image Landsat / Copernicus
1000 ft
1324


US1 Maintenance
Highlighted areas to be maintained
Legend
SW 184th St
Rt 1
1
Google Earth
Image Landsat / Copernicus
200 ft
1325


US1 Maintenance
Highlighted areas to be maintained
Legend
SW 94th Ave
1326
200 ft
Google Earth
Image Landsat / Copernicus

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 950.00
Public Services: 9495 SW 180th Street	$ 300.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 200.00 PER SERVICE
Shrubs	$ 600.00 PER SERVICE
Weed Control	$ 200.00 PER SERVICE
Total Services Per Month	$ 2,000.00
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 1,000.00 PER SERVICE
Shrubs	$ 1,500.00 PER SERVICE
Weed Control	$ 500.00 PER SERVICE
Total Services Per Month	$ 6,000.00
Old Cutler Road & SW 184th Street	$ 50.00 PER SERVICE
SW 174th Street Chicanes	$ 100 PER SERVICE
SW 184th Street Between 94th Avenue & 84th Court	$ 750.00 PER SERVICE
SW 82nd Avenue & 160th Street Traffic Circle	$ 150.00 PER SERCICE
SW 82nd Avenue & 168th Street Traffic Circle	$ 150.00 PER SERVICE
SW 87th Avenue & 168th Street Traffic Circle	$ 150.000 PER SERVICE

BID TOTAL.....$ 11,950.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Esteban Rodriguez
Name: (Please Print)

Esteban Rodriguez — Owner — 03/06/2026
Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 45.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 10.00
Pool Covering	Standard size 15' X 30'	$ 1,200.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1,300.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 50.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 10.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Esteban Rodriguez
Name: (Please Print)

Esteban Rodriguez — Owner — 03/06/2026
Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)		
Forty-Five (45) gallon Potted or Burlapped tree		$ 200.00
Shrubs and Ground Cover (Installation only)		
One (1) gallon potted plant		$ 1.00
Three (3) gallon potted plant		$ 4.50
Seven (7) gallon potted plant		$ 8.50
MULCH (includes product and installation)		
Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 55.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 90.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 90.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 45.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 14.50

Tree Removal:

Oak Tree (cost per feet – height)	$ 30.00
Pine Tree (cost per feet – height)	$ 30.00
Palm Tree (cost per feet – height)	$ 15.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Esteban Rodriguez

Name: (Please Print)

Esteban Rodriguez — Owner — 03/06/2026

Signature: Title: Date:

Safety Plan Highlights

1. Traffic Control & Public Safety

- All work within roadways or public rights-of-way follow **FDOT Intermediate TTC guidelines**.
- Cones, signage, and barriers deployed to protect public and crew.

2. Personal Protective Equipment (PPE)

- Hard hats, gloves, safety glasses, high-visibility vests, and steel-toed boots are always worn.

3. Equipment Operation & Maintenance

- All operators trained and certified.
- Daily inspections of equipment before use.

4. Emergency Procedures

- First aid kits on-site.
- Emergency contacts posted in vehicles and at the job site.

5. Hazard Communication

- Proper storage and labeling of chemicals (fertilizers, herbicides, pesticides).
- Staff trained on **MSDS sheets** and safe handling procedures.

6. Training & Documentation

- Crew receives ongoing safety training and GI-BMP certification updates.
- Weekly safety meetings conducted on active sites.

SECTION 10.0: Exhibits

Draft Contract for: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

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 This Agreement shall be for a three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village.

2.0 Services to Be Performed by 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

DRAFT

Exhibit "___", Exhibit "___", Exhibit "___", Exhibit "___" and Exhibit "___" and made a part of this Agreement. In the event there is a conflict between the terms of Exhibit ___, or ___, and this Agreement, the terms of this Agreement, including Exhibits ___, ___ and ___ shall prevail and then the following priority is established thereafter:

Exhibit "A": ITB# 2026-11-006

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

DRAFT

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

DRAFT

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.

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.

DRAFT

6.0 Termination

6.1 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all Work and affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 27, below.

6.3 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Work and Services actually rendered to the date of termination.

DRAFT

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.

DRAFT

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.

DRAFT

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any Work commences. The Village shall be named as an additional insured on General Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall provide (by endorsement if necessary) contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

DRAFT

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.

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.

DRAFT

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

DRAFT

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,

DRAFT

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:

DRAFT

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.

DRAFT

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.

DRAFT

27.0 Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

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.

DRAFT

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

DRAFT

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

DRAFT

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of 1 year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement

36.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

DRAFT

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.

DRAFT

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: E. Rodriguez Landscaping Inc

Esteban Rodriguez
PRINT NAME

Owner
TITLE

Date: _____

SEAL

Attachments to this Solicitation

Exhibit "A": Common Areas **(.PDF FILE)**

Exhibit "B": Lot Maintenance and Abandoned Property Program **(.PDF FILE)**

Exhibit "C": Other Landscape Services **(.PDF FILE)**

Exhibit "D": Ordinance 08-10 Form **(.PDF FILE)**

(***Total of 4 .pdfs to download with solicitation***)

ROCK & ROSE

Rock & Rose Lawn Care LLC

26251 SW 187th Avenue

Homestead FL 33031

Siul. J. Delgado

786-261-8905

VILLAGE WIDE
LANDSCAPE & MAINTENANCE
ITB: 2026-11-006

VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
ATTENTION TO VILLAGE CLERK
9705 E. HIBISCUS STREET
PALMETTO BAY, FL, 33157



ROCK & ROSE

COMPLETE LANDSCAPE CONSTRUCTION EXPERIENCE

TABLE OF CONTENTS

Cover Page.....1

Table Of Contents.....2

Letter Of Transmittal.....3

Proposer Qualification Statement.....4-6

Project Team Qualification Statement.....7

Vehicles & Equipment.....8

Corporate Entity Information.....9

Reference Letters.....10-12

ROCK & ROSE
COMPLETE LANDSCAPING EXPERIENCE

26251 SW 187 Avenue
Homestead, FL 33031
TEL (786)879-0832
www.rockandroselandscapes.com

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

Re: ITB: 2026-11-006

Dear Village of Palmetto Bay

Enclosed findone(1) printed and one (1) digital copy of our bid in response to the above referenced solicitation.

We have studied the corresponding Invitation to Bid (the "ITB") thoroughly and believe our submittal contains all of the information and documents that are required in order for our firm to be found to be responsive and responsible in all respects. We understand that the objective of the solicitation is to obtain an experienced firm to provide a comprehensive landscape service program consisting of the following: mowing and edging; pruning and maintenance of shrubs and hedges; weed control in ornamental beds and turf, mulching, planting, pest control, fertilization, etc.

We are fully informed as to the scope of work and are willing to perform the services under the scope of work as set forth in the ITB. Moreover, we hereby represent that we shall maintain in good standing at all times during the term of any Agreement(s) that shall arise by virtue of our bid and in connection with the ITB all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

The undersigned is fully authorized to act on behalf and make representations for our firm. Thank you.

Sincerely,

Siul. J. Delgado
COO



ROCK & ROSE

COMPLETE LANDSCAPE EXPERIENCE

LETTER OF TRANSMITTAL

Rock & Rose Lawn Care LLC provides a broad range of full landscape services to many communities, associations, developers, municipalities and property management companies throughout the state of Florida. Over the years we have developed a team composed of individual experts in different fields of the landscaping industry. From Florida Friendly landscape design specialists, veteran irrigation specialists, Horticulture Professionals, maintenance experts to Agronomist & Sports Field Construction and ISA Certified Arborists.

Rock & Rose Lawn Care LLC was created August 17th 2009 with one goal and vision in mind – provide professional quality landscape services throughout the Sunshine State of Florida. Such services range from grounds maintenance, landscape design and installations, irrigation design, installation & maintenance, tree trimming, removal & relocations. Specializing and emphasizing in Florida Friendly Landscape design, retro-fit, and installations. Rock & Rose Lawn Care LLC has substantial direct experience in providing landscape maintenance to many properties of distinction throughout the state of Florida.

ROCK & ROSE

PROPOSERS QUALIFICATION STATEMENT

We have studied the corresponding Request for Proposal (the "RFP") thoroughly and believe our submittal contains all of the information and documents that are required in order for our firm to be found to be responsive and responsible in all respects. We understand that the objective of the solicitation is to obtain an experienced firm to provide a comprehensive landscape service program consisting of the following: mowing and edging; pruning and maintenance of shrubs and hedges; weed control in ornamental beds and turf; fertilization of turf, shrubs, trees and palms and pruning of the palms and trees. We are fully informed as to the scope of work and are willing to perform the services under the scope of work as set forth in the RFP. Moreover, we hereby represent that we shall maintain in good standing at all times during the term of any Agreement(s) that shall arise by virtue of our bid and in connection with the RFP all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services. Our team consists of varying individuals with vast experiences. Some working for municipalities such as Miami Dade County as a sports field manager, others contracted by Miami Beach Parks and Village of Pinecrest Parks maintenance to arbor care and horticultural experiences within the state of Florida. All looking forward to work with more municipalities as we continue to grow and beautify our state.

ROCK & ROSE

COMPLETE LANDSCAPE EXPERIENCE

PROJECT TEAM QUALIFICATION STATEMENT

1) Abel Guedes – Owner & C.E.O
2) Omayra Guedes – Owner & C.A.O & ISA Arborist
3) Siul Delgado – C.O.O & Spray Tech.
4) Jorge Barrios – Maintenance Manager
5) Rosario Rodriguez – Account (Project) Manager
6) Juan Escalante – Maintenance Crew leader
7) Jose Pedraza – Lead Tree Trimmer

ROCK & ROSE









Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25488

DELGADO SIUL JESUS
26251 SW 187TH AVE
HOMESTEAD FL 33031

Categories
3

Issued: January 30, 2024 **Expires: February 28, 2027**

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

ROCK & ROSE

COMPLETE LANDSCAPING EXPERIENCE

FNGLA

Member #: 6363500
Organizational Membership
Member Since: 3/4/2016

Rock & Rose Lawn Care LLC
Chapter: Dade Division: Landscape
Primary Contact: Omayra Guedes

MEMBER

FNGLA

The Florida Nursery, Growers & Landscape Association

Omayra Guedes
H11528

the title of
FNGLA Certified Horticulture Professional (FCHP)

The International Society of Arboriculture

Omayra Guedes

ISA Certified Arborist

MIAMI NAPLES ORLANDO TAMPA

26251 SW 187th Avenue, Homestead, FL 33031 Telephone: (786)879-0832 www.rockandroselandscapes.com

ROCK & ROSE

PROPOSER'S VEHICLE & EQUIPMENT

- 2021 ISUZU NPR HD CREW CAB DUMP W/ 16' ENCLOSED TRAILER
- 2019 ISUZU NPR HD CREW CAB DUMP W/ 16' ENCLOSED TRAILER
- Toro Z-Master 4000 (4) 72"
- Wright StandX 60" (4)
- 2007 Ford F150 Long Bed
- Scag Turf Storm Sprayer / spreader
- 10 manual pump backpack sprayers
- 8 Echo line trimmers
- 8 Echo Edgers
- 12 Echo Backpack Blowers
- 8 Echo hedge trimmers
- 10 Stihl chainsaw & 3 Stihl Power pruners
- 2021 international Boom Truck
- 2017 Vermeer Chipper BC1500
- 2015 Vermeer Chipper BC1400
- CAT Skid-steer
- Toro Dingo
- 2024 Isuzu Pest Control Spray Rig

ROCK & ROSE

COMPLETE LANDSCAPE EXPERIENCE

CORPORATE ENTITY INFORMATION

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return To List

Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
ROCK & ROSE LAWN CARE, LLC

Filing Information

Document Number	L09000078795
FEI/EIN Number	27-0750498
Date Filed	08/17/2009
Effective Date	08/17/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/15/2010

Principal Address

26251 SW 187 Ave.
FL
Homestead, FL 33031

Changed: 02/05/2024

Mailing Address

PO Box 771270
MIAMI, FL 33177

Changed: 01/25/2016

Registered Agent Name & Address

GUEDES, OMAYRA
26251 SW 187 Ave.
FL
Homestead, FL 33031

Address Changed: 02/05/2024

Authorized Person(s) Detail

Name & Address

Title Authorized Member

GUEDES, OMAYRA
26251 SW 187 Ave.
FL
Homestead, FL 33031

Title Authorized Member

GUEDES, ABEL
26251 SW 187 Ave.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2026

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 Insurance Office of America 13790 NW 4th Street Suite113 Sunrise FL 33325	CONTACT NAME: Martha Wilson PHONE (A/C, No, Ext): 5617213742 FAX (A/C, No): E-MAIL ADDRESS: Martha.Wilson@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Monroe Guaranty Insurance Company	32506
INSURER B: Brierfield Insurance Company	10993
INSURER C: National Trust Insurance Company	20141
INSURER D: FCCI Insurance Company	10178
INSURER E:	
INSURER F:	

INSURED ROCK&RO-02
Rock & Rose Lawn Care, LLC
PO Box 771270
Miami FL 33177

COVERAGES **CERTIFICATE NUMBER:** 260030722 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	GL10009937601	3/1/2026	3/1/2027	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 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CA10009937500	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB10009937701	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC010010258401	3/1/2026	3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respect to General Liability when required by written contract as per form #CGL 084 (02 21), and with respects to the Auto Liability per form # CAU 058 (10-22). A Waiver of Subrogation applies to the General Liability per form # CGL 088 (02 21), and to the Auto Liability per form #CGL 088 (02 21), and with respects to the Workers Compensation per form # WC 00 03 13. Coverage is Primary Non-Contributory with respects to the General Liability when required by written contract as per form #CGL 084 (02 21).

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ROCK & ROSE
COMPLETE LANDSCAPING EXPERIENCE

Telephone: (786)879-0832
www.rockandroselandscapes.com

REFERENCE LIST

- **Kenneth Soler,** Director - City of Doral FL

(305) 593-6600 Ext. 5006

8401 NW 53 Terrace, Doral, FL 33166

Kenneth.soler@cityofdoral.com

  - Parks service maintenance & Sports field maintenance.
    - $295,000.00 / year 3 year contract w/ 2 renewals

- **Claudio Borimonoff –** PNC – Facilities Management

(747) 977-4361

7610 NW 6th Avenue Boca Raton FL 33487

Enadio4u@aol.com

  - Multi-Facility comprehensive landscape maintenance, tree trim, pest control & irrigation maintenance throughout the State of Florida.
    - $1,200,000.00/year master contract holder, auto renewal.

Letter of Recommendation

To Whom it May Concern

My name is Claudio Borimonoff, Regional Manager. I am writing this letter to offer my recommendation of Rock and Rose Lawns, whom I've known for the past 13 years as our landscape provider.

During my relationship with Rock and Rose, I have witnessed an exemplary company who is dedicated to their line of work and who goes above and beyond when carrying out their job responsibilities through hard work and outstanding time management. Rock and Rose acts in a polite, respectable manner, whether in a professional setting or in their personal affairs. I am confident Rock and Rose will be a great fit, and I give my highest recommendation.

Please don't hesitate to contact me if you should require any further information.

Respectfully,

Claudio Borimonoff Digitally signed by Claudio Borimonoff
Date: 2025.03.12 12:42:33 -04'00'

Claudio Borimonoff

Claudio.borimonoff@pnc.com

Regional Manager PNC

Subject: Letter of Recommendation for Rock & Rose Landscapes

Dear Procurement Team,

I am pleased to provide this letter of recommendation for Rock & Rose Landscapes in support of their bid for the City of Miami landscape and grounds maintenance contract. As a long-time client of Rock & Rose, I have had the privilege of witnessing firsthand their exceptional professionalism, expertise, and commitment to maintaining beautiful and well-kept landscapes.

They have provided outstanding landscaping and maintenance services for Miccosukee Casino & Resort for over the past 7 years. Their team is knowledgeable, reliable, and dedicated to ensuring that every aspect of our grounds is maintained to the highest standard. From routine lawn care, tree trimming, and irrigation management to seasonal plantings and emergency storm cleanup, their attention to detail and proactive approach have consistently exceeded our expectations.

One of the standout qualities of Rock & Rose is their ability to handle large-scale projects with efficiency and precision. Their fleet of well-maintained equipment, combined with a highly trained staff, ensures timely completion of work without compromising quality. Moreover, their commitment to environmentally sustainable practices aligns perfectly with the tribe's goals for green initiatives and eco-friendly maintenance solutions.

Beyond their technical capabilities, Rock & Rose places a strong emphasis on customer service and communication. Their team is always responsive to requests, proactive in addressing potential issues, and adaptable to the evolving needs of the properties they maintain. Their professionalism and dedication have made them an invaluable partner, and I am confident they would bring the same level of excellence to the city's landscape maintenance program.

I wholeheartedly recommend Rock & Rose for this contract and have no doubt that their services will enhance the beauty and functionality of the city's public spaces. Should you require any further information or wish to discuss my experience in greater detail, please feel free to contact me at 305-925-2579 or kwhiting@miccosukee.com.

Sincerely,
Karen Whiting, Resort Director

Miccosukee Casino & Resort

groundsgroup
ROOTED IN SERVICE

1110 S Flaming Rd
Davie, Fl 33325
TEL (786)261-8905

Letter Of Recommendation

To: Village of Palmetto Bay

My name is Joe Williams, VP of Operations. I am writing this letter to offer my recommendation for Rock & Rose Lawn Care, whom I have known as our commercial landscape provider for the past 10+ years. Rock & Rose has performed and maintained exceptionally well from service quality to teamwork and communication.

They have gone above and beyond year after year and now manage over $800,000 worth of our contracts throughout the state of Florida. I am confident Rock & Rose will be a great fit to beautify your city and I highly recommend them.

Please feel free to contact me, should you require more information.

Best Regards,
Joe Williams
VP Operations

groundsgroup
ROOTED IN SERVICE
1110 South Flamingo Rd.
Fort Lauderdale , Florida 33325
Local: (954) 476-9027
Email: joew@groundsgroup.com

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

   JORGE BARRIOS

   MGR

   (print individual's name and title)

   For: ROCK & ROSE LAWN CARE LLC.

   (print name of programming entity/vendor/organization submitting sworn statement)

   Whose business address is 26251 SW 187 AVE

   HOMESTEAD FL 33031

   And its Federal Employer Identification Number (FEIN) is

   27-0750498

   If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, JORGE BARRIOS, am duly authorized to make this sworn statement
   (Print individuals name and title)

   On behalf of:

   ROCK & ROSE LAWN CARE LLC.

   (Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Rock & Rose Lawn Care LLC. has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Jorge Barrios		4-2-26
(Print Name)	(Signature)	Date

Sworn to and subscribed before me this 2 day of APRIL, 2026.

☒ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

Jenny Delgado.
Notary Public – State of Florida

My commission expires 10/05/2027

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

(Print, typed or stamped commissioned name of notary public.

EXHIBIT "A"

(Common Areas)

Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. **TWENTY-SIX (26) CUTS PER YEAR FOR TWELVE (12) MONTHS PER LOCATION AS SHOWN IN SCHEDULE.**
2. **ALL PERSONNEL, MACHINERY TOOLS AND PRODUCT IN ORDER TO ACCOMPLISH THE TASK.**
3. **MOT PLAN IN PLACE.**

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1,018.00
Public Services: 9495 SW 180th Street	$ 325.00
Franjo Road SW 97th Avenue	$ 1,083.00
US1 Medians: 136th Street thru to 184th Street	$ 225.00
Old Cutler Road & SW 184th Street	$ 75.00
SW 174th Street Chicanes	$ 225.00
SW 184th Street Between 94th Avenue & 84th Court	$ 1,725.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 75.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 75.00
SW 87th Avenue & 168th Street Traffic Circle	$ 75.00
BID TOTAL 4,901 (12)	$ 58,812.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

SIUL DELGADO
Name: (Please Print)

Signature: C.O.O. Title: 04/02/2026 Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 50
Residential – Debris Collection and Disposal	Cubic Yard	$ 25
Pool Covering	Standard size 15' X 30'	$ 500
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 800
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 170/acre
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 25
Temporary Chain-link Fence	Linear Feet	$ 25

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

SIUL DELGADO
Name: (Please Print)

Signature: C.O.O. Title: 04/02/2026 Date:

EXHIBIT "C"

Other Landscape Services

ADDITIONAL BID ITEMS:

MULCH (includes product and installation)

Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 75
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 210
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 168
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 75

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 25

Tree Removal:

Oak Tree (cost per feet – height)	$ 8
Pine Tree (cost per feet – height)	$ 12
Palm Tree (cost per feet – height)	$ 7

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

SIUL. J. DELGADO
Name: (Please Print)

Signature: | C.O.O. Title: | 04/02/2026 Date:

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): SIXTO J. DECGADO

Title: C.O.O.

Company: BOSS & ROSE LAWN CARE LLC.

Date: 04/02/2026

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): SIUL J. DEGADO

Title: C.O.O.

Company: BOLIC & ROSE LAWN CARE LLC.

Date: 04/02/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jorge Barrios being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Rock & Rose Lawn Care, 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 Barrios

Title: MGR

Company: Rock & Rose Lawn Care LLC

Date: 04/02/2026

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 2 day of APRIL, 2026 by JORGE BARROS. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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 SAUL DELGADO

For ROCK & ROSE LAWN CARE LLC.

Whose business address is: 26251 SW 187 AVE HOMESTEAD FL 33031

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-0750498

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 Barrios

Title: MGR

Company: Rock & Rose Lawn Care LLC.

Date: 04/02/2026

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 2 day of April, 2026 by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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: SIUL DELGADO , C.O.O.
(print individual's name and title)

for: ROCK & ROSE LAWN CARE LLC.
(print name of entity submitting sworn statement)

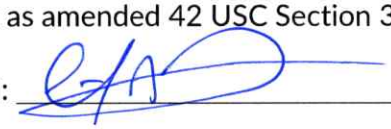
whose business address is: 26251 SW 184 AVE Homestead FL 33031

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-0750498

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): SIUL. J. DELGADO

Title: C.O.O.

Company: ROCK & ROSE LAWN CARE LLC.

Date: 04/02/2026

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 2 day of APRIL, 2026, by Jorge Barrou. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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, SUL DELGADO 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:

7707 50498

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

ROCK & ROSE LAWN CARE LLC.

Name of Entity, Individual, Partners or Corporation

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

26257 SW 187 AVE HOMESTEAD FL 33031

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
Abel Guedez	26251 SW 187 AVE Homestead FL	50 %
Olivia Guedez	26251 SW 187 AVE Homestead FL	50 %
		%

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

N/A

Signature of Official: _____

Name (typed): Saul J. Delgado

Title: C.O.O.

Company: Rock Rose Lawn Care LLC.

Date: 04/02/2026

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 2 day of APRIL, 2026, by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny delgado
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Rock & Rose Lawn Care 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# 2026-11-006, 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): Jorge Barrios

Title: MGR

Company: Rock & Rose Lawn Care LLC.

Date: 04/02/2026

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 2 day of APRIL, 2026, by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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): Jorge Barrios

Title: MBA.

Company: Roach & Rose Land Care LLC.

Date: 04/02/2026

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 2 day of APRIL, 2026, by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Jenny Delgado
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): SIUL. J. DELGADO

Title: C.O.O.

Company: BOOK & ROSE LAWN CARE LLC.

Date: 04/02/2026

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI DADE

I, SIUL DELGADO (the individual attesting below), being duly authorized by and on behalf of ROOTS ROSE LAWN CARE 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.

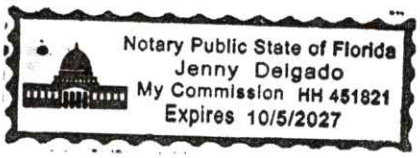
This 2 day of April, 2026.

Signature of Affiant

Print or Type Name: SIUL J. DELGADO

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 2 day of APRIL, 2026, by Jorge Barrios. He/She was ✓ personally known, _____ or produced _____ as a form of identification.



Signed and sworn to (or affirmed) before me,

this the 2 day of APRIL, 2026.

My Commission Expires: 10/05/2027

Jenny delgado
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: SIUL DELGADO

Title: C.O.O.

Signature: _____ Date: 04/02/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Rock B Rose Lawn Care LLC. ("**Company**")

Vendor FEIN: 27-07

Address: 26251 SW 187 AVE

City: Homestead State: FL Zip: 33031

Phone number: 786-261-8905 Email Address: SIUL@ROCKANDROSELANDSCAPES.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: SIUL DELGADO

Title: C.O.O.

Signature:

Date: 04/02/2026

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: ROCK & ROSE LAWN CARE LLC.
Company

26251 SW 187 AVE Homestead FL 33031
Address

ATT: SIUL DELGADO C.O.O.
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)** ITB No. 2026-11-006 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: ROCK & ROSE LAWN CARE LLC.
Company

26251 SW 187 AVE HOMESTEAD FL 33031
Address

ATT: SIUL DELGADO, C.O.O.
Name and Title

PROJECT DESCRIPTION: **Village-Wide Landscaping and Maintenance (PS and Code)**
ITB No. 2026-11-006 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

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: _____

Jorge Barrios
PRINT NAME

MGR
TITLE

Date: 04/02/2026

SEAL

Notary Public State of Florida
Jenny Delgado
My Commission HH 451821
Expires 10/5/2027

Company Name:

By: _____

SIUL J. DELGADO
PRINT NAME

C.O.O.
TITLE

Attachments to this Solicitation

Exhibit "A": Common Areas	**(.PDF FILE)**
Exhibit "B": Lot Maintenance and Abandoned Property Program	**(.PDF FILE)**
Exhibit "C": Other Landscape Services	**(.PDF FILE)**
Exhibit "D": Ordinance 08-10 Form	**(.PDF FILE)**

(Total of 4 .pdfs to download with solicitation)

SUPERIOR

INVITATION TO BID (ITB)

Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

ITB # 2026-11-006

BID PACKAGE

SUBMITTED 4/2/2026 BY JESENIA OTERO, ESTIMATING COORDINATOR

2200 NW 23rd Avenue
Miami, FL 33142
T: 800.759.4156 | P: 305.634.0717

Introduction Letter

On behalf of Superior Landscaping & Lawn Service Inc. I am pleased to submit our proposal in response to ITB No. 2026-11-006 for Village-Wide Landscaping and Maintenance (Public Services and Code Compliance). We appreciate the opportunity.

Superior Landscaping & Lawn Service Inc. understands that the scope of work includes providing all labor, supervision, equipment, materials, and related services necessary to successfully perform the required services in accordance with the specifications, standards, and schedule outlined in the ITB. We are fully committed to performing the work efficiently, safely, and in strict compliance with all applicable requirements, and to completing the services .

Superior Landscaping & Lawn Service Inc. is highly qualified to perform this engagement due to our demonstrated experience, technical expertise, qualified personnel, and proven track record of delivering high-quality services for municipal and public-sector clients. Our firm is committed to professionalism, responsiveness, and maintaining the highest standards of workmanship and customer service throughout the duration of the contract. This proposal is submitted as a firm and irrevocable offer and shall remain valid for a period of ninety (90) days from the date of the Proposal opening. We also acknowledge and confirm that, upon request by the Village, we will be available to participate in interviews or provide additional information during the selection process.

The following individuals will serve as the primary contacts for this project:

Authorized Representative:
Name: Jesenia Otero
Title: Estimating Coordinator
Phone: 305-634-0717
Email: JOtero@superiorlandscaping.com

General Manager:
Name: Paulo Lara
Title: Project Manager
Phone: 305-203-9964
Email: PLara@superiorlandscaping.com

Business Developer:
Name: Rolando Sanchez
Phone: 239-703-4139
Email: RSanchez@superiorlandscaping.com

Sincerely,

Jesenia Otero
Superior Landscaping & Lawn Service, Inc.
JOtero@superiorlandscaping.com
305-634-0717 F: 305-634-0744
2200 NW 23 Avenue
Miami, FL 33142

Years in Business & Lead Team Information

A. Company Background & Experience

Superior Landscaping & Lawn Service Inc. is an experienced provider specializing in comprehensive landscape maintenance, palm pruning, tree care, and related services for municipal, commercial, and public-sector clients. The firm has been in operation for 42 years and our core services include, but are not limited to, palm pruning and maintenance, tree trimming and removals, right-of-way and median maintenance, storm preparation and response, and adherence to applicable ANSI A300 standards and local regulations.

Our experience includes working in high-traffic corridors, residential neighborhoods, and sensitive public spaces while maintaining safety, efficiency, and compliance with municipal standards. Services have been performed across varying height classifications and site conditions, including high-visibility corridors, coastal environments, athletic facilities, and heavily trafficked public areas.

Superior Landscaping & Lawn Service Inc. maintains adequate staffing levels and equipment to support this project without compromising performance on existing contracts. Dedicated crews, experienced supervisors, and certified arborists are available to ensure proper oversight and compliance with all applicable standards. Our current workload is managed to allow for the timely and efficient execution of this project within the Village's required timeframe.

B. Key Personnel & Certifications

All tree services performed by Superior Landscaping & Lawn Service Inc. are conducted by, or under the direct supervision of, an International Society of Arboriculture (ISA) Certified Arborist.

ISA Certified Arborists:

Name: Michael Suarez
Certification Number: FL-6447A
Expiration Date: 12/31/2027

Name: Paul Sands
Certification Number: FL-9676A
Expiration Date: 06/31/2028

The Certified Arborist is responsible for overseeing pruning operations, ensuring compliance with ISA Best Management Practices, ANSI Z133 safety requirements, and Village of Palmetto Bay specifications, as well as providing technical guidance related to palm health, pruning cycles, and disease prevention.

Years in Business & Lead Team Information

Superior Landscaping & Lawn Service Inc. utilizes Temporary Traffic Control (TTC)-certified personnel and/or an approved third-party TTC provider, as required, to safely manage traffic, pedestrians, and work zones in accordance with applicable standards and Village requirements.

Field staff receive ongoing training in tree-specific pruning techniques, jobsite safety, equipment operation, and sanitation protocols. Training includes adherence to BMP guidelines, disease prevention measures, and proper tool sterilization practices, particularly when working with Phoenix species or in areas where disease may be present.

C. Local Office / Response Capacity

Superior Landscaping & Lawn Service Inc. maintains an operational office located in Miami, Florida, providing a strong local presence within South Florida and close proximity to the Village of Palmetto Bay in Miami-Dade County. This location allows for rapid mobilization of personnel, equipment, and supervisory staff to Parkland and surrounding areas.

Our Miami office enables reduced response times, efficient coordination with Village representatives, and effective management of both scheduled and unscheduled palm pruning services. The proximity of this office supports consistent field oversight, flexibility in scheduling, and timely response to Village requests, including urgent or weather-related needs.

This local operational capacity ensures reliable service delivery, minimizes travel-related delays, and supports Superior Landscaping & Lawn Service Inc.'s ongoing commitment to responsive, high-quality service throughout the contract term.

D. Project Management and Key Personnel

Project Manager

The Project Manager will have overall responsibility for administration of the contract and execution of the Scope of Work. Duties include coordination with Village of Palmetto Bay staff, scheduling and staffing oversight, quality control, documentation, and ensuring compliance with contract requirements and applicable standards.

Personnel

ORLANDO OTERO
President
Summary:
Founder and President of Superior Landscaping since 1982, Mr. Otero has led the firm through over four decades of growth. His leadership has established Superior as a trusted partner for landscape maintenance services across Florida.
Core Competencies:

- Executive Operations Oversight.
- Strategic Growth and Development.
- Ethical Business Practices.
- Client Satisfaction and Service Quality.

Education:

- B.A. Business Administration, Finance, Florida International University.

Certifications:

- Certified Tree Trimmer, City of Miami.
- American Management Association: Conflict Management, Performance Improvement, Workplace Culture.

MARIA VALDES
Treasurer / Principal
Summary:
Over 30 years of financial and administrative management experience, providing critical oversight of cash flow, collections, staffing, and client communications.
Core Competencies:

- Financial Administration and Cashflow Management.
- AR/AP Oversight.
- Client Service and Issue Resolution.
- Staff Training and Management.

Education:

- A.A., Business Administration, Miami Dade Community College.
- B.A., Business Administration, Florida International University.

Personnel

JULIO VALDES
Project Manager / Safety Officer / MOT Supervisor
Summary:
With nearly 30 years at Superior, Mr. Valdes oversees construction, arbor, safety, and MOT field operations. He is highly trained in traffic control and safety compliance.
Core Competencies:

- Arbor Supervision and Tree Safety.
- FDOT MOT Operations and Supervision.
- Staff Safety Training and Compliance.
- Equipment and Fleet Oversight.

Certifications:

- FDOT Advanced MOT / TTC.
- Commercial Applicator License – FL Dept. of Agriculture.
- Landscape Inspector Association of Florida #2021-257.
- ISA Florida Chapter Member.

PAULO LARA
General Manager
Summary:
Mr. Lara manages the scheduling, supervision, and performance evaluation of all maintenance division staff and oversees fertilization programs and inventory control.
Core Competencies:

- Field Operations Oversight.
- Work Planning and Scheduling.
- Emergency Response Coordination.
- Fertilization Program Management.

Certifications:

- Certificate of Best Management Practices.

Personnel

DANIEL H. ACKENBRACK
Certified Pesticide Technician
Summary:
With over 30 years in pest control services, Mr. Ackenbrack manages all chemical applications and ensures compliance with state and safety regulations.
Core Competencies:

- Chemical Application Oversight.
- Crew Supervision and Tech Training.
- Regulatory Compliance and Reporting.

Certifications:

- Certified Operator, FL Dept. of Agriculture – JE44120.
- Lawn & Ornamental, Termite/WDO, Household Pest Control.
- Member, Certified Pest Control Operators of Florida.

PAUL L. SANDS
ISA Arborist & Aquatic Pest Control Spray Technician
Summary:
Mr. Sands is a certified arborist and aquatic vegetation control specialist with over a decade of experience managing canal, pond, and wetland maintenance for both commercial and municipal clients. His expertise in environmental control ensures that SHRSS landscapes remain healthy and compliant.
Core Competencies:

- Fertilization & Pest Control Applications.
- Herbicide Transport and Application.
- Aquatic and Canal Vegetation Mgmt.
- Inspections, Monitoring & Documentation.

Certifications:

- ISA Certified Arborist – FL-9676A.
- Florida Dept. of Agriculture: Natural Areas, Right of Way, Aquatics.
- Best Management Practices – GV907420.

Previous Roles:

- Project Manager – Aquatic Vegetation Control, Inc.
- Arborist/Spray Technician – Superior Landscaping.

Personnel

MICHAEL SUAREZ
Arbor Division Operations Manager
Summary:
Mr. Suarez brings over a decade of arbor management and crew leadership experience to Superior Landscaping. Formerly with BrightView and Bartlett Tree Experts, he has worked extensively in high-end hospitality properties and holds multiple arboricultural certifications.
Core Competencies:

- Certified Arborist Supervision.
- Tree Health Assessment & Risk Management.
- Storm Recovery Operations.
- Crew Safety and Equipment Oversight.

Certifications & Licenses:

- Certified Arborist – ISA (2012)
- CTSP (Certified Treecare Safety Professional) – 2015
- CDL Class B License – Florida.
- Ongoing CEU training – ISA.

Previous Roles:

- Operations Manager, Tree Division – BrightView.
- Arborist Crew Leader – Bartlett Tree Experts.
- Tree Division Manager – Dynaserve FL.

Field Supervisors and Crews

Field supervisors oversee daily operations and ensure adherence to safety, quality, and traffic control requirements. Field staff are trained in palm-specific pruning techniques, equipment operation, sanitation protocols, and disease prevention measures, including tool sterilization practices.

EXHIBIT "A"

Common Areas - Bid Sheet Form and Site Locations

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1,434.00
Public Services: 9495 SW 180th Street	$ 915.00
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 808.00
Shrubs	$ 704.00
Weed Control	$ 51.00
Total Services Per Month	$ 1,563.00
US1 Medians & applicable ROWs: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 2,692.00
Shrubs	$ 1,760.00
Weed Control	$ 103.00
Total Services Per Month	$ 4,555.00
Old Cutler Road & SW 184th Street	$ 650.00
SW 174th Street Chicanes	$ 250.00
SW 184th Street Between 94th Avenue & 84th Court	$ 1,650.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 340.00
SW 82nd Avenue & 168th Street Traffic Circle	$ 340.00
SW 87th Avenue & 168th Street Traffic Circle	$ 340.00
BID TOTAL.....	$ 12,037.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Jesenia Otero
Name: (Please Print)

Jesenia Otero — Estimating Coordinator — 3/27/2026
Signature: Title: Date:

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 55.00
Residential – Debris Collection and Disposal	Cubic Yard	$ 75.00
Pool Covering	Standard size 15' X 30'	$ 900.00
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 1,200.00
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 75.00
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 125.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Jesenia Otero

Name: (Please Print)

Jesenia Otero — Estimating Coordinator — 3/27/2026

Signature: Title: Date:

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)		
Forty-Five (45) gallon Potted or Burlapped tree		$ 250.00
Shrubs and Ground Cover (Installation only)		
One (1) gallon potted plant		$ 4.00
Three (3) gallon potted plant		$ 8.00
Seven (7) gallon potted plant		$ 24.00
MULCH (includes product and installation)		
Organic Playground Mulch (1/2 inch- 3/4inch dia.)	per cubic yard	$ 75.00
Mini Pine Bark Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 66.00
Regular Pine Bark Mulch (1 inch- 2.5inch dia.)	per cubic yard	$ 75.00
Colored, Shredded Mulch (1/2 inch- 1inch dia.)	per cubic yard	$ 55.00

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 22.50

Tree Removal:

Oak Tree (cost per feet – height)	$ 55.00
Pine Tree (cost per feet – height)	$ 55.00
Palm Tree (cost per feet – height)	$ 35.00

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Jesenia Otero

Name: (Please Print)

Jesenia Otero — Estimating Coordinator — 3/27/2026

Signature: Title: Date:

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Superior Landscaping & Lawn

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: MOWING EDGING, TRASH PICK-UP, TRIMMING SHRUBS, PESTICIDE SPRAYING FOR APPROX 90 MILES OF MEDIANS

Initial Value of Contract: 4 M Final Value of Contract: 4 M

Length of Contract: 3 yr + 2 yr renewal

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:
we have field inspectors assigned to each segment. Superior provides schedules, final reports.

Comments:

Call if you have any questions.

Name of Public Entity/Company: Collier County - PRS - Landscape Operations

Name of Individual completing this form: Pamela Hulick, PLA, #SLA

Signature: Pamela J. Hulick Title: Landscape Operations Manager

Telephone: (239) 252-6291 Email: Pamela.hulick@collier.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: Superior Landscaping & Lawn Service Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their 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: Landscape maintenance, lawn mowing, irrigation maintenance, tree & palm prunning
50 Mowing Acres Serviced Per Year 27 Retention Ponds serviced per year

Initial Value of Contract: $ 203,999.12 Final Value of Contract: $ 203,999.12
Length of Contract: 2025-2026 - Ongoing
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

They are a very good company to work with overall. Throughout the years they've always have some kind of contract with us.

Name of Public Entity/Company: City of Bonita Springs
Name of Individual completing this form: Joel Langaney
Signature: ____ Title: Project Manager
Telephone: (239) 949-6242 Email: joel.langaney@cityofbonitasprings.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ATTACHMENT 11 - BIDDER EXPERIENCE

Bidder must submit three (3) completed Vendor Reference Survey Form with ITB. Understand that each agency may be contacted to verify the validity of the partnership between the Bidder and the Agency/ Client.

Reference for: ITB-25-007-PM – Tree, Palm, and Shrub Pruning and Removal

Bidder's Name: Superior Landscaping & Lawn Service Inc.

Agency (Client) Name: City of Miami Beach

Agency Contract: Grounds Maintenance Services for Parks and Athletic Fields

Dollar Amount of Contract: 1.9 million (variable by year)

Brief description of product/services provided: Superior provides landscaping services to all of our Southern Parks

Please rate your experience with the vendor/bidder.

Please use the following scale to answer the questions:

Rating: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the delivery accuracy of Vendor 3
2. Rate the packaging of the Vendor 4
3. Rate the Vendors' ability to meet delivery deadlines. 3
4. Rate competency and accessibility of the Vendor. 3
5. Rate the Vendor's success in dealing with problems/issues. 3
6. Rate the Vendor's knowledge of product provided. 4
7. Rate the success at warranty resolution. 3
8. Rate the accuracy and completeness of invoices and payment applications. 2
9. Rate the level of comfort and confidence you had in the Vendor. 3
10. Rate the overall performance of the Vendor. 3
11. Would you buy from them again in the future? yes

Additional Comments: Superior delivers an excellent quality of service to our Parks and Recreation Department.

Evaluator Name: Carlos Naumann Title: Landscape Manager
(Please print – Person completing survey)

Evaluator Signature: Naumann Date: 11/17/25
(Person completing survey)

Evaluator Phone: 786-459-5704 Evaluator Email: carlosnaumann@miamibeachfl.gov

---

Reference Verified By: _____ Date: _____

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jesenia Otero being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Superior Landscaping & Lawn Service Inc., the Company that has submitted the attached Bid;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 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 Jesenia Otero

For Superior Landscaping & Lawn Service Inc.

Whose business address is: 2200 NW 23rd Avenue Miami, FL 33142

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0838100

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Jesenia Otero, Estimating Coordinator

(print individual's name and title)

for: Superior Landscaping & Lawn Service Inc.

(print name of entity submitting sworn statement)

whose business address is: 2200 NW 23rd Avenue Miami, FL 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0838100

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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Jesenia Otero 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:

65-0838100

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

Superior Landscaping & Lawn Service Inc.

Name of Entity, Individual, Partners or Corporation

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

2200 NW 23rd Avenue Miami, FL 33142

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership	
Orlando Otero	2200 NW 23rd Avenue Miami, FL 33142	90	%
Maria Valdes	2200 NW 23rd Avenue Miami, FL 33142	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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Superior Landscaping & Lawn Service Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Superior Landscaping & Lawn Service Inc., ITB# 2026-11-006, 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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Superior Landscaping & Lawn Service 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: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

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 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 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.

Executed on March 23rd 2026 at Superior Landscaping & Lawn Service Inc.
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Jesenia Otero

Name (typed): Jesenia Otero

Title: Estimating Coordinator

Company: Superior Landscaping & Lawn Service Inc.

Date: 3/23/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jesenia Otero (the individual attesting below), being duly authorized by and on behalf of Superior Landscaping & Lawn Service 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 23rd day of March, 2026.

Jesenia Otero

Signature of Affiant

Print or Type Name: Jesenia Otero

State of Florida)
) ss.:
County of Miami-Dade)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 23rd day of March, 2026, by Jesenia Otero. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 23rd day of March, 2026.

My Commission Expires: 04-24-27

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

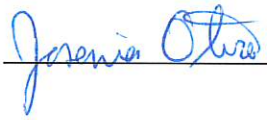
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

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: Jesenia Otero

Title: Estimating Coordinator

Signature:  Date: 3/23/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Superior Landscaping & Lawn Service Inc. ("**Company**")

Vendor FEIN: 65-0838100

Address: 2200 NW 23rd Avenue

City: Miami State: Florida Zip: 33142

Phone number: 305-634-0717 Email Address: JOtero@superiorlandscaping.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: Jesenia Otero

Title: Estimating Coordinator

Signature: Jesenia Otero

Date: 3/23/2026

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Jesenia Otero, Estimating Coordinator
(print individual's name and title)

For: Superior Landscaping & Lawn Service Inc.
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 2200 NW 23rd Avenue Miami, FL 33142

And its Federal Employer Identification Number (FEIN) is

65-0838100

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Jesenia Otero, Estimating Coordinator, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

Superior Landscaping & Lawn Service Inc.
(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that Superior Landscaping & Lawn Service Inc. has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Jesenia Otero	Jesenia Otero	3/23/2026
(Print Name)	(Signature)	Date

Sworn to and subscribed before me this 23rd day of March, 20 26.

☑ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

SANDRA YANIRA ARROYO
Notary Public - State of Florida
Commission # HH 378495
My Comm. Expires Apr 24, 2027
Bonded through National Notary Assn.

_____.
Notary Public – State of Florida

My commission expires 04-24-27; Sandra Arroyo.
(Print or stamped commissioned name of notary public.

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.)

Superior Landscaping & Lawn Service 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.

2200 NW 23 Avenue

6 City, state, and ZIP code

Miami, Fl 33142

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

6	5	–	0	8	3	8	1	0	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** 3/23/2026

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

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.

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Superior Landscaping & Lawn Service Inc.

Date Addendum Received 3/26/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Jesenia Otero

Signature Jesenia Otero

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 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Superior Landscaping & Lawn Service Inc.

Date Addendum Received 3/26/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Jesenia Otero

Signature Jesenia Otero

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 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-006 – Exhibit A - Updated Bid Sheet" that includes the updated bid sheets to be used. The bid sheets can be found within this pdf. document on pages 3-16. Revision specifically to Exhibit "A", *US1 Medians & applicable ROWs.*

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

The ITB under **Section 4.0: Scope of Services** includes the following language:

"4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)"

Along with the previous clarification included in Addendum #2 regarding the area between 184th Street to 160th Street, the following information should be included:

On US1 from 160th Street north to 136th Street the eastside ROW is included for maintenance services.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor Superior Landscaping & Lawn Service Inc.

Date Addendum Received 3/26/2026

Total Pages of Addendum including Acknowledgement 16

Print Name Jesenia Otero

Signature Jesenia Otero

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2025

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 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 Keyes Coverage Insurance PO Box 26570 Fort Lauderdale FL 33320	CONTACT NAME: Carlos Cardozo PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): 954-724-7024 E-MAIL ADDRESS: ccardozo@keyescoverage.com
INSURED 33270 Superior Landscaping & Lawn Service, Inc. PO Box 35-0095 Miami FL 33135	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Insurance Company INSURER B : AMERICAN INTERSTATE INSURANCE COMPANY INSURER C : FCCI Insurance Co. — 10178 INSURER D : GEICO INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 597363398 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP13699Q2025	12/1/2025	11/1/2026	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 $
D	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			9300246382	12/1/2025	12/1/2026	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 $			CX13218Q2025	12/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SVWCFL3398012025	8/4/2025	8/4/2026	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
A	Pollution			G71670478 001	4/23/2024	4/23/2026	AGGREGATE OCCURRENCE Newly Acquired Limit	1,000,000 1,000,000 250,000

"Sample"

CERTIFICATE HOLDER

"Sample"

CANCELLATION 30 Days Notice / 10 Days for Non-Pay

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Quality Service
Complete Care
Total Peace-of-Mind

THE GREEN EXPERTS

Communities
Commercial
Estates

4121 SW 47th Ave, suite 1335
Davie, FL 33314

P: 954.341.6100
TF: 888.770.0072
Fax: 888.770.1909

www.thegreenexperts.com
info@thegreenexperts.com

Local sites serving Broward,
Miami-Dade and Palm Beach

LETTER OF TRANSMITTAL / INTRODUCTION

Date: 04/01/2026

Village of Palmetto Bay
Attn: Alessia Bencomo, Procurement Specialist
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

RE: ITB No. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Dear Ms. Bencomo,

The Green Experts Landscaping LLC is pleased to submit our bid in response to ITB No. 2026-11-006 for Village-Wide Landscaping and Maintenance services for the Village of Palmetto Bay.

Founded in 2005, The Green Experts Landscaping LLC has over 20 years of experience providing full-service landscape maintenance throughout South Florida, including municipal, educational, commercial, and high-traffic public environments.

We understand that this contract requires a licensed, qualified contractor capable of maintaining public rights-of-way, medians, and code compliance properties, while responding to maintenance issues and emergencies in a timely manner.

Leadership & Key Personnel:

Robert Montesino – President
Licensed Pesticide Applicator with over 25 years of experience, including former Chief of Golf Operations for Miami-Dade County Parks.

Juancarlos Diaz – Business Development Manager
Oversees client relations and contract coordination.



THE GREEN EXPERTS

4121 SW 47th Ave, suite 1335
Davie, FL 33314

P: 954.341.6100
TF: 888.770.0072
Fax: 888.770.1909

www.thegreenexperts.com
info@thegreenexperts.com

Local sites serving Broward,
Miami-Dade and Palm Beach

John Alexandre – Operations Manager
Over 15 years with the company, responsible for field operations.

Steve Zamore – Senior Account Manager (MOT Certified)
Ensures compliance with Maintenance of Traffic requirements and safety protocols.

Experience & Capability:

- The School Board of Broward County – Landscape maintenance and tree care services (over 60 schools)
- Broward College – Tree trimming, removals, and specialty services
- City of Oakland Park – Tree trimming, removals, and specialty services (just awarded)

The Green Experts Landscaping LLC is fully prepared to provide qualified personnel, all necessary equipment, and professional service delivery in compliance with all regulations.

We appreciate the opportunity to submit this bid and look forward to partnering with the Village.

Respectfully submitted,

Robert Montesino
President
The Green Experts Landscaping LLC
rmontesino@thegreenexperts.com
954-625-2725



CERTIFICATE
OF COMPLETION

Steve Zamore

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach FL 33441
Phone: 954-603-1900

Verify this Certificate by visiting www.motadmin.com

04/03/2023	03/24/2027	J. M	607974
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

Client#: 2227508 705CONSTHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Rebecca Streetman PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Rebecca.Streetman@mcgriff.com
INSURED The Green Experts Landscaping, LLC 4121 SW 47th Ave, Ste 1335 Davie, FL 33314	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : FCCI Insurance Company — 10178 INSURER B : National Trust Insurance Company — 20141 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 INSR	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 PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	CPP10008200603	01/06/2026	01/06/2027	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 $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	X	X	CA10009794401	01/06/2026	01/06/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	UMB10008202503	01/06/2026	01/06/2027	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC010009988400	12/29/2025	12/29/2026	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
A	Contractors Equip			CPP10008200603	01/06/2026	01/06/2027	$500,000 Leased/Rented $1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AVP

EXHIBIT "A"

Common Areas

PLEASE TAKE INTO CONSIDERATION FOR EACH LOCATION THE FOLLOWING:

1. Twenty-six (26) cuts per year for twelve (12) months per location as shown in schedule.
2. All personnel, machinery tools and product in order to accomplish the task.
3. MOT plan in place.

Locations:	**Per Month**
Village Hall: 9705 E. Hibiscus Street	$ 1,256.-
Public Services: 9495 SW 180th Street	$ 205.-
Franjo Road SW 97th Avenue - From 184th Street north to US1	**Pricing Per Service**
Mowing	$ 190.-
Shrubs	$ 190.-
Weed Control	$ 60.-
Total Services Per Month	$ 731.66
US1 Medians: 136th Street to 184th Street	**Pricing Per Service**
Mowing	$ 1005.
Shrubs	$ 3000.-
Weed Control	$ 115.
Total Services Per Month	$ 5,426.66
Old Cutler Road & SW 184th Street	$ 17.-
SW 174th Street Chicanes	$ 17.-
SW 184th Street Between 94th Avenue & 84th Court	$ 52.00
SW 82nd Avenue & 160th Street Traffic Circle	$ 17.-
SW 82nd Avenue & 168th Street Traffic Circle	$ 17.-
SW 87th Avenue & 168th Street Traffic Circle	$ 17.-
BID TOTAL.....	$ 94,993.84

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Robert Montesino
Name: (Please Print)

Signature: President (Title:) 3/30/2026 (Date:)

EXHIBIT "B"

Lot Maintenance and Abandoned Property Program

Basic Lawn Maintenance and Other Services	Description	Unit Cost
Residential Mowing	Flat Rate	$ 45.-
Residential – Debris Collection and Disposal	Cubic Yard	$ 35.-
Pool Covering	Standard size 15' X 30'	$ 550.-
Pool Covering Beyond the Standard Size	Over 15' X 30' Covering	$ 550.-
Empty Lot – Mowing Services	Acre (Maximum 6 Acres)	$ 110.-
Empty Lot – Trash Collection and Disposal	Cubic Yard	$ 35.-

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Robert Montesino
Name: (Please Print)

Signature: President (Title:) 3/30/2026 (Date:)

EXHIBIT "C"

OTHER LANDSCAPE SERVICES

ADDITIONAL BID ITEMS:

Tree Installation (Installation and Bracing Only)
Forty-Five (45) gallon Potted or Burlapped tree $ 125.-

Shrubs and Ground Cover (Installation only)
One (1) gallon potted plant $ 1.-
Three (3) gallon potted plant $ 1.-
Seven (7) gallon potted plant $ 3.-

MULCH (includes product and installation)
Organic Playground Mulch (1/2 inch- 3/4inch dia.) per cubic yard $ 55.-
Mini Pine Bark Mulch (1/2 inch- 1inch dia.) per cubic yard $ 45.-
Regular Pine Bark Mulch (1 inch- 2.5inch dia.) per cubic yard $ 65.-
Colored, Shredded Mulch (1/2 inch- 1inch dia.) per cubic yard $ 45.-

Stump-Grinding (includes grinding down to a level at a minimum of six inches below the level of existing grounds debris removed and filled with soil.

Per inch of diameter $ 6.-

Tree Removal:

Oak Tree (cost per feet – height) $ 8.50
Pine Tree (cost per feet – height) $ 8.50
Palm Tree (cost per feet – height) $ 6.50

- The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.
- I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Robert Montesino
Name: (Please Print)

Signature: President Title: 3/30/2026 Date:

ADDENDUM NO. 1

Date: March 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #1 - ITB# 2026-11-006 – Exhibit A, B, C" that includes the corrected bid sheets to be used.

Question No. 1: What was the prior award price for this contract?

Response: *Please see attached "Addendum #1 - ITB# 2021-11-006 - Bid Sheets".*

Question No. 2: I would like to request access to the sites in accordance with Section 3.02.3 of the bid documents. Please let me know the available dates and times for a site visit, as well as any requirements for attendance, if any.

Additionally, if available, I kindly request copies of any prior awarded contract documents, bid tabulations, or related information for this project to assist in our bid preparation.

Response: *Please be advised that all sites are in open public areas and accessible at any time. Attached to be included with Addendum #1 is "Addendum #1 - ITB# 2021-11-006 – Contract and Tabulation". Please note this attachment includes the Bid Sheets as an exhibit to the Contract.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor The Green Experts Landscaping, LLC

Date Addendum Received 3/25/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Robert Montesino

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 25th, 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Question No. 1: Is irrigation included as part of the contract?

Response: *No, irrigation is not included in the contract.*

Question No. 2: Is there a budget for this job?

Response: *No.*

Question No. 3: Why is this job going out to bid?

Response: *The current contract is reaching the contract term.*

Question No. 4: Up to what height is the contractor responsible for maintaining (Trees and Palms)?

Response: *No tree work is required in the contract.*

Question No. 5: Are there maps for each location that illustrate boundaries?

Response: *Please see attached "Addendum #1 – ITB# 2026-11-006 - Exhibit A, B, and C". US1 is the only one without a map.*

Question No. 6: On US1 between 168th street and 184th street what exactly has to be maintained?

Response: *US-1 between 168th Street & 184th Street contractor mows right of ways on both sides of US-1 northbound & US-1 southbound. Please see attached "Addendum #2 – ITB# 2026-11-006 – US1 Maintenance. Areas are marked in red. Also refer to "Bullnose" in ITB.*

Question No. 7: On 184th street between 94th avenue and 84th court what exactly has to be maintained?

Response: *Grass and shrubs.*

Question No. 8: Is there an on-site storage facilities available for the awarded vendor?

Response: *No storage space is available.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor The Green Experts Landscaping, LLC

Date Addendum Received 3/25/2026

Total Pages of Addendum including Acknowledgement 3

Print Name Robert Montesino

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 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. 2026-11-006
Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on March 16th, 2026, and with a bid opening date of April 2nd, 2026, with any amendments and/or additions noted below.

Please review "Addendum #3 - ITB# 2026-11-006 – Exhibit A - Updated Bid Sheet" that includes the updated bid sheets to be used. The bid sheets can be found within this pdf. document on pages 3-16. Revision specifically to Exhibit "A", *US1 Medians & applicable ROWs.*

IMPORTANT REVISION TO SCOPE OF WORK / TECHINCAL SPECIFICATIONS:

The ITB under **Section 4.0: Scope of Services** includes the following language:

"4.06 PROJECT SCOPE

1. **Locations of Service (Common Areas) and Village Owned Properties:**

   US1 Median: 136th Street to 184th Street (Include Bullnoses at both ends of split)"

Along with the previous clarification included in Addendum #2 regarding the area between 184th Street to 160th Street, the following information should be included:

On US1 from 160th Street north to 136th Street the eastside ROW is included for maintenance services.

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2026-11-006

Title: Village-Wide Landscaping and Maintenance (Public Services and Code Compliance)

Name of Contractor The Green Experts Landscaping, LLC

Date Addendum Received 3/26/2026

Total Pages of Addendum including Acknowledgement 16

Print Name Robert Montesino

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.

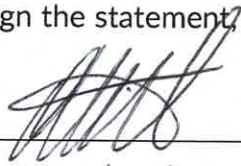
SECTION 8.0: Required Bid Submittal Forms

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A	N/A	N/A	N/A

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: The Green Experts Landscaping, 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: LANDSCAPING SERVICES - TREE REMOVAS, SOD, PLANT/TREE INSTALLS, LANDSCAPE DESIGN AND MAINTENANCE.

Initial Value of Contract: MULTIPLE JOBS Final Value of Contract: 30,000 +
Length of Contract: NO CONTRACT INDIVIDUAL JOBS
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: JOHN ALEXANDER is EXCELLENT. GOOD SERVICE HAVE USED GREEN EXPERTS MULTIPLE TIMES FOR MANY YEARS. APS

Comments:

Name of Public Entity/Company: CITY OF PARKLAND
Name of Individual completing this form: ANTHONY F. SCERBO
Signature: [signature] Title: PUBLIC WORKS SUPERINTENDENT
Telephone: 954-757-4187 Email: ASCERBO@CITYOFPARKLAND.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: Village-Wide Landscaping and Maintenance (PS and Code)
Invitation to Bid No. 2026-11-006

Name of Company: The Green Experts Landscaping, 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: Irrigation and Arborest Contracted Work at Several Accounts

Initial Value of Contract: 50 K Final Value of Contract: 70 K

Length of Contract: 1 year

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Timely and Professional Services rendered at all Times.

Name of Public Entity/Company: ABM

Name of Individual completing this form: Angel Viruet / Regional Director of Operations

Signature: _____ Title: _____

Telephone: 954 892 2218 Email: angel.viruet@abm.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: Landscape/Grounds Maintenance Services (P&R Department)
Invitation to Bid No. 2026-12-007

Name of Company: The Green Experts Landscaping, 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: Ongoing monthly landscaping. for the community

Initial Value of Contract: Currently 12,200/month Final Value of Contract: _____

Length of Contract: Ongoing

Would you enter into a contract with the Company in the future? Y Yes _____ No

Were the services provided acceptable and of quality standards: Y Yes _____ No

Was the Company responsive to your requests and resourceful with the task? Y Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

Y Yes _____ No

If you responded no to any of the above please provide details:

Comments:

Steve the supervisor is always on top of any requests I may have. He consistly takes me around the community keeping me informed of the maintenance It is very knowledgeable

Name of Public Entity/Company: Mapleridge POA

Name of Individual completing this form: Jen Zeigler, LCAM

Signature: _____ Title: LCAM Property manager

Telephone: 754-400 9350 Email: Office@mapleridgepoa.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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Robert Montesino being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: The Green Experts Landscaping, 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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

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 Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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 Robert Montesino - President

For The Green Experts Landscaping, LLC

Whose business address is: 4121 SW 47th Ave Davie, FL 33314 Suite 1335

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1955750

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 23 day of March, 2026, by Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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: Robert Montesino - President
(print individual's name and title)

for: The Green Experts Landscaping, LLC
(print name of entity submitting sworn statement)

whose business address is: 4121 SW 47th AVE Suite 1335 Davie, Florida 33314

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1955750

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

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 Robert Montesino He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

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, Robert Montesino 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:

87-1955750

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

The Green Experts Landscaping, LLC

Name of Entity, Individual, Partners or Corporation

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

4121 SW 47th Ave, suite 1335 Davie, Florida 33314

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

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 Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We The Green Experts Landscaping, 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# 2026-11-006, 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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 23 day of March, 2026, by Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
NOTARY PUBLIC, STATE OF FLORIDA

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 The Green Experts Landscaping, LLC or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Broward)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 23 day of March, 2026, by Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

_____
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.

N/A

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): Robert Montesino

Title: President

Company: The Green Experts Landscaping, LLC

Date: 3/23/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

I, Robert Montesino (the individual attesting below), being duly authorized by and on behalf of The Green Experts Landscaping 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 23 day of March, 2026.

Signature of Affiant

Print or Type Name: Robert Montesino

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 Robert Montesino. He/She was X personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the 23 day of March, 2026.

My Commission Expires: 6/22/2026

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

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.

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: Robert Montesino

Title: President

Signature: 

Date: 3/23/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: The Green Experts Landscaping, LLC ("**Company**")
Vendor FEIN: 87 1955750
Address: 4121 SW 47th Ave Suite 1335
City: Davie State: Florida Zip: 33314
Phone number: 954-625-2725 Email Address: admin@thegreenexperts.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: Robert Montesino
Title: President
Signature:
Date: 3/23/2026

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.)

The Green Experts Landscaping, LLC

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

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

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

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.

4121 SW 47th AVE STE 1335

Requester's name and address (optional)

6 City, state, and ZIP code

Davie, FL 33314

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	7	–	1	9	5	5	7	5	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** | **Date** 4.23.2025

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

VILLAGE OF PALMETTO BAY

SWORN STATEMENT PURSUANT TO ORDINANCE 08-10,

SECTION 26-33, THE SHANNON MELENDI ACT

FOR PROGRAMMING ENTITIES/VENDORS/ORGANIZATIONS

THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

1. This sworn statement is submitted to the Village of Palmetto Bay, (hereinafter "VOPB") by:

Robert Montesino
President
(print individual's name and title)

For: The Green Experts Landscaping, LLC
(print name of programming entity/vendor/organization submitting sworn statement)

Whose business address is 4121 SW 47th AVE Suite 1335
Davie, Florida 33314

And its Federal Employer Identification Number (FEIN) is

87-1955750

If the programming entity/vendor/organization/CBO has no FEIN, include Social Security Number (SSN) of the individual signing this sworn statement.

2. I, Robert Montesino - President, am duly authorized to make this sworn statement
(Print individuals name and title)

On behalf of:

The Green Experts Landscaping, LLC.
(Print name of programming entity/vendor/organization submitting sworn statement)

3. I understand that Ordinance 08-10 Shannon Melendi Act (hereinafter "Ord. 08-10") was passed and enacted by the Village of Palmetto Bay of the 7th day of July 2008; and that it is my responsibility on behalf of my organization to effectuate full compliance and execute an Affidavit swearing to said compliance.

4. I have been provided a copy of Ord. 08-10.

5. I understand that Ord. 08-10 requires that all programming entities/vendor/organizations/CBOs whose staff/volunteers/coaches/managers require physical presence on park property, shall secure a **nationwide criminal background check** (as defined in Ord. 08-10) of all existing child event workers/employees/volunteers whose duties require physical presence prior to performing their duties on park property owned or operated by the VOPB. I further understand the nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry. I further understand that I shall, upon request, provide copies of background check documents to the VOPB or any law enforcement personnel with jurisdiction.

6. I certify that all child event workers/employees/volunteers/coaches/managers have proof of United States Citizenship or legal immigration status in the United States.

7. I certify that The Green Experts Landscaping, LLC has a Business
(Print name of programming entity/vendor/organization)
Tax license(s) to perform programming in Miami-Dade County and Palmetto Bay, Florida.

8. I understand that the failure to comply with the **nationwide criminal background check** as required in Ord. 08-10 may disqualify my programming entity/vendor/organization/CBOs from conducting business with the Village of Palmetto Bay.

9. I hereby certify that the foregoing statement is true and correct and certify that the submission of this form to the Village of Palmetto Bay binds me and my programming entity/vendor/organization/CBOs to fully comply with the background screening requirements of Ord. 08-10.

10. Upon affixing my signature and execution of this document, I further agree to sign, execute and notarize the attached AFFIDAVIT swearing to said compliance; and submit concurrently with this document. I further understand that pursuant to Paragraph 8 above, failure to remit the subject AFFIDAVIT may disqualify my programming entity/vendor/organization/CBO from conducting business within Village of Palmetto Bay parks and/or property as described in he's/she's respective/governing User Agreement.

Robert Montesino (Print Name) _____ (Signature) 3/23/2026 Date

Sworn to and subscribed before me this 23rd day of March, 2026.

☒ Personally known to me, or ☐ Produced Identification. _____
(Type of identification)

_____
Notary Public – State of Florida

Notary Public State of Florida
Michael D Pelletier
My Commission
HH 279473
Exp. 6/22/2026

My commission expires 6/22/2026; _____.
(Print or stamped commissioned name of notary public.

Exhibit A

ORDINANCE NO: 08-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; ADOPTING COUNTY AMENDED PARKS CODE, BY ADOPTING THE CREATION OF ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON VILLAGE PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY THE VILLAGE OF PALMETTO BAY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council are concerned about the security and safety of children visiting Village parks; and

WHEREAS, Palmetto Bay is known as the Village of Parks, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff Members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Miami-Dade County Code (the "Code"), as adopted by the Village of Palmetto Bay, is hereby deleted in its entirety:

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services as a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.]]~~

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

Section 2. Article III of Chapter 26 of the County Code is hereby created, and adopted by the Village of Palmetto Bay as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the Village of Palmetto Bay at large or to improve or enhance the wellbeing of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Village of Palmetto Bay. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, the Village of Palmetto Bay to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the Village. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;

(5) One-day events; and

(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in Village Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Village's Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by the Village. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by the Village, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two (2) independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the Village. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by the Village every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(3) is a sexual offender or a sexual predator; or

(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by the Village. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by the Village in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 2638(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming

Partners and CBOs shall, upon request, provide copies of these documents to the Village or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned ors operated by the Village in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by the Village in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. The Village Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Village Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. In addition, the Village's Parks and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the Village. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter; the Village Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the Village. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Village Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or

(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or

(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or

(4) is a sexual offender or a sexual predator; or

(5) has failed to provide the Village Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by The Village County. All employees and volunteers of the Village Park and Recreation Department shall submit to the Village Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by The Village County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Village Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Village Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Village Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by the Village County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Village Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Village Park and

Recreation Department to volunteer on park property owned or operated by the Village County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Village Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39' may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Miami-Dade Code, as adopted by the Village of Palmetto Bay, Florida, is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, and as elsewhere provided by the Village's code of ordinances, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on The Village -owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on The Village - owned or operated park property	500.00

26-38(C)	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on The Village -owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance.	500.00
26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on The Village -owned or operated park property	100.00

Section 4. Renumbering or Relettering. It is the intention of this Village Council, and is hereby ordained that the provisions of this ordinance shall become and made part of the Code of the Village of Palmetto Bay, Florida. The section of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," "chapter," or other appropriate word.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Ordinances in conflict. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 7. Codification. This ordinance shall be codified and included in the Code of Ordinances.

Section 8. Effective Date. This ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this 7th day of JULY 2008.

1st Reading: June 2, 2008
2nd Reading: July 7, 2008

Attest: Meighan Rader
Meighan Rader,
Village Clerk

Eugene P. Flinn, Jr.,
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, Office of Village Attorney
Nagin Gallop & Figueredo, P.A.

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	~~YES~~
Council Member Paul Neidhart	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	YES

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

AGENDA ITEM NO. 12.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 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 STORMWATER REVENUE SUFFICICENCY FORECAST PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC. AS A SUBCONSULTANT TO KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED STUDY 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 - Stormwater Revenue Sufficiency Forecast.doc
Exhibit A - VPB Stormwater Proposal.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND CONCURRING WITH THE STORMWATER REVENUE SUFFICICENCY FORECAST PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC. AS A SUBCONSULTANT TO KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE VILLAGE MANAGER TO TRANSMIT THE APPROVED STUDY 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, in accordance with the Clean Water Act and Ordinance No. 06-07, it is imperative that the Village of Palmetto Bay efficiently manages the costs and fees associated with stormwater management; and

WHEREAS, the Village of Palmetto Bay's Stormwater Utility Program generates fees needed to implement the level of service standards contained in the Village's Capital Improvement Plan (CIP); and

WHEREAS, the Village has retained Kimley-Horn and Associates, Inc., a qualified engineering, planning, and design consultant, to provide professional services; and

WHEREAS, Kimley-Horn and Associates, Inc. has identified Raftelis Financial Consultants, Inc. as a specialized subconsultant to assist with the stormwater fee assessment, bringing expertise in stormwater utility fee assessment and financial planning; and

WHEREAS, Raftelis Financial Consultants, Inc. previously submitted a proposal for the Stormwater Revenue Sufficiency Forecast for a total cost not to exceed $38,600.00, which was approved by the Village; and

WHEREAS, the completed Stormwater Revenue Sufficiency Forecast provides a financial model to assess the sufficiency of the

existing stormwater utility system fee and recommendations for future adjustments to the stormwater utility fee; and

WHEREAS, the Village Council finds that the Stormwater Revenue Sufficiency Forecast (attached as Exhibit A) aligns with the Village's stormwater goal to restore and maintain the chemical, physical, and biological integrity of surface waters.

WHEREAS, the Village Council desires to formally approve and concur with the Stormwater Revenue Sufficiency Forecast prepared by Raftelis Financial Consultants, Inc. as a subconsultant to Kimley-Horn and Associates, Inc.

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 true and correct and are incorporated herein by reference.

Section 2. The Village Council hereby approves and concurs with the Stormwater Revenue Sufficiency Forecast prepared by Raftelis Financial Consultants, Inc. as a subconsultant to Kimley-Horn and Associates, Inc., a copy of which is attached hereto as Exhibit A.

Section 3. The Village Manager is authorized to transmit the approved study to relevant agencies, pursue applicable funding opportunities, and take all necessary steps to support implementation; and providing for an effective date.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 4th day of May 2026.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**

Village Clerk **Mayor**

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

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

RAFTELIS

April 8, 2026

Ms. Tiffany Stanton
Kimley-Horn

Subject: **Proposal for Stormwater Revenue Sufficiency Forecast**

Dear Ms. Stanton:

As requested, Raftelis Financial Consultants, Inc. ("Raftelis") has prepared the following proposal to provide utility rate and financial consulting services for completing a revenue sufficiency forecast for the stormwater department (the "Proposal") on behalf of the Village of Palmetto Bay ("Village"), as a subconsultant to Kimley-Horn. Specifically, the services to be provided include developing a financial model to assess the sufficiency of the existing stormwater utility system ("System") fee to fund stormwater improvements and ongoing maintenance, attending meetings with staff and Village Council, and preparing a report outlining the approach, assumptions, and recommendations for future adjustments to the stormwater utility fee.

PROJECT TEAM
With respect to the performance of this engagement, Mr. Joe Williams will be project manager for the engagement and the primary contact with the Village. Tristen Townsend will serve as the primary analyst, while other financial analysts and administrative personnel with the firm may be utilized during the engagement as needed.

SCOPE OF SERVICES
The following is a summary of the scope of services and corresponding tasks to be performed by Raftelis.

This Project will include: i) a detailed analysis of the customer billing statistics by rate classification and development of a customer forecast; ii) the development of detailed projections of revenues and operating costs, capital improvements and associated funding sources; and iii) the determination of the required rate impact for each fiscal year of the forecast period. A five-year financial forecast (current budget year, Fiscal Year 2026, plus five [5] years) will be reflected in the development of the net revenue requirements. The following is a discussion of the major tasks anticipated for this phase of the project.

Task 1 – Data Acquisition/Kick-off Meeting: A detailed data request will be prepared for the Village to compile and update certain specific information for the operation of the System. Such information will assist Raftelis in the development of the financial forecast and in the identification of costs; the development of customer billing profiles to evaluate System revenues; existing and future capital requirements to meet customer service needs; and to evaluate the sufficiency of the rate revenues to fund the expenditure and funding needs of the System (the "net revenue requirements"). Information to be obtained will include statistical and demographic data, financial and budgetary data, customer billing statistics, financing-related (debt) information, utility rate data, and operational and engineering data. An allowance for one (1) virtual meeting with the Village to review information, establish policies for the rate study process, and identify key issues to be addressed during the evaluation of the stormwater rates has been recognized in this scope of services.

Task 2 – Development of Customer and ERU Forecast: Raftelis will develop a customer profile and equivalent residential unit (ERU) forecast by rate classification for the stormwater utility system. The forecast will be based on Fiscal Year 2025 billing statistics, historical growth trends, and discussions with

341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
www.raftelis.com

Village staff regarding anticipated development within the service area, projected for the five-year fiscal period ending September 30, 2031 (collectively, the "Forecast Period"). This forecast will serve as the foundation for rate revenue projections developed in Task 3.

Task 3 – Development of Revenue Projections from Existing Rates: Using the customer and ERU forecast from Task 2 and the Village's existing rates for service, Raftelis will develop an updated stormwater utility rate revenue projection for the Forecast Period. Additionally, Raftelis will perform a rate revenue "reasonableness" test comparing projected revenues to actual reported revenues to validate that the revenue model and billing determinants reliably support the determination of any rate adjustments.

Task 4 – Development of Operating Expense Projections: This task involves the development of projected operating expenses required to be funded from stormwater rates during the Forecast Period. This task will be done in sufficient detail to: i) recognize the types of expenses incurred by the System; ii) assist in the projection of expenditures for the five-year Forecast Period; iii) recognize changes in operating costs consistent with changes in System operations; and iv) recognize any other changes in operating costs as may be anticipated by the Village. Other operating expenses such as inter-fund transfers, administrative allocations, contingency and operating reserves, funding of other post-employment benefits ("OPEB") needs, and other expenses will be evaluated to reasonably assure that the rate revenue sufficiency evaluation will recognize the full recovery of costs and funding needs for the System.

Task 5 – Capital Improvement and Funding Analysis: This task involves a detailed review of the Village's five-year capital improvement program and other engineering planning documents, and the performance of a funding analysis to identify the sources of funds for the capital improvement program to produce a reasonable and sustainable capital funding program. Included in this analysis will be an evaluation of all current (Fiscal Year 2026) and prior period capital appropriations and current capital projects to match available cash reserves at the beginning of the Forecast Period with current projects to identify unencumbered funds for capital planning purposes. This task will identify any funding shortfalls that will need to be made up from a combination of debt issuance, rate adjustments, or funding from outside sources such as infrastructure funds or grants.

Task 6 – Other Revenue Requirement Identification: To meet the financial obligations of the System, Raftelis will review the financial aspects to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis. This task will include assistance in the development of fiscal policies in terms of working capital maintenance, the funding of other departmental capital or maintenance reserves for items such as vehicles and equipment, and the recognition of any other transfer requirements that may be associated with the System (e.g., capital lease programs, internal loan programs, etc.).

Task 7 – Development of Net Revenue Requirements and Revenue Sufficiency Analyses: Raftelis will prepare a summary of the total net revenue requirements (expenditure funding needs) of the System and the accompanying rate adjustments for each fiscal year of the Forecast Period. This analysis will be performed with Village staff in finalizing the utility expenditure needs as well as reviewing other aspects such as rate phasing alternatives.

During the performance of Tasks 2 through 7, Raftelis has assumed the attendance of one (1) virtual meeting to review revenue and expenditure data and trends, current budget documents and Village projections, identify and discuss issues and Village objectives that may affect the development of the revenue requirements for the System, and review results / develop assumptions with staff in support of the expenditure and capital funding analysis for the Forecast Period.

Task 8 – Rate Comparisons: Raftelis will prepare comparisons of the existing and proposed stormwater rates to present the estimated impact to customers due to a change of rates. Raftelis will also prepare a comparison of the current and proposed stormwater rates with those charged by other neighboring or similar utilities in the region.

Task 9 – Presentation of Revenue Sufficiency Analysis: To present the initial findings to the Village staff, Raftelis will prepare a summary documenting the analyses, assumptions, and considerations for the Village's review. The Task 9 activities include the attendance of one (1) virtual meeting to review results with Village staff.

Task 10 – Report Preparation: To present the findings of the financial forecast and proposed rate adjustments, Raftelis will prepare a draft and final report that will discuss the analyses, assumptions, and recommendations.

Task 11 – Assistance in Update of Rate Ordinance: Raftelis will provide limited assistance to the Village's legal counsel and staff in reviewing the components of the rate ordinance. Raftelis will review the rate ordinance for consistency with the recommendations identified during the study, but will not be responsible for drafting the ordinance.

Task 12 – Public Hearings: To present the financial forecast and proposed rate adjustments to the Village and the public with respect to the revenue sufficiency analysis, Raftelis will attend up to two (2) on-site public hearings before the Village Council to discuss the conclusions and recommendations of the study.

ADDITIONAL SERVICES

During the study, the Village may request that Raftelis provide additional services beyond the stormwater revenue sufficiency study as detailed in the tasks above, which would result in the performance of additional services by Raftelis. Such services will not be conducted until authorized by the Village as mutually agreed between the parties. Regarding additional services that would be billed by Raftelis, all invoices for additional services will be based on the hourly rate schedule of the Raftelis project members as identified in this Proposal.

COMPENSATION AND BILLING

Based on the scope of services and the direct labor billing rates and standard cost rates as identified herein, we propose to establish a not-to-exceed contract to perform the Project on behalf of the Village by Raftelis in the amount of $38,600. Invoices will be submitted monthly based on the time and effort expended.

Village of Palmetto Bay, Florida

Cost Estimate Associated with Stormwater Rate Study

	Vice President	Consultant	Associate Consultant	Administration	Totals
Project Team Direct Labor Rates	$ 375.00	$ 230.00	$ 195.00	$ 100.00	
Development of Utility Revenue Requirements					
Data Acquisition / Kick-off Meeting	1	4	2	-	7
Development of Customer and ERU Forecast	1	4	4	-	9
Development of Revenue Projections from Existing Rates	1	2	4	-	7
Development of Operating Expense Projections	1	4	6	-	11
Capital Improvement and Funding Analysis	1	4	6	-	11
Other Revenue Requirement Identification	1	4	4	-	9
Development of Net Revenue Requirements and Revenue Sufficiency Analyses	1	4	6	-	11
Rate Comparisons	-	1	2	-	3
Presentation of Revenue Sufficiency Analysis	1	1	1	-	3
Public Relations, Presentations, and Report Preparation					
Report Preparation	4	10	4	2	20
Assistance in Review of Rate Resolution	1	1	-	1	3
Public Hearings	2	4	1	1	8
Project Management	2	-	-	2	4
Meetings					
On-site Meeting Allowance					
Present Findings to Village Council (Public Hearing) (Two Meetings)	16	16	-	-	32
Off-site (Virtual) Meeting Allowance:					
Project Kick-off / Data Compilation (One Meeting)	1	1	1	-	3
Review Assumptions, Analyses, Study Progress (One Meeting)	1	1	1	-	3
Present Study Results to Staff and Management (One Meeting)	1	1	1	-	3
Subtotal Scope of Services					
Total Hours	36	62	43	6	147
Direct Labor Cost	$ 13,500	$ 14,260	$ 8,385	$ 600	36,745
Average Direct Labor Rate					$ 249.97
Other Direct Costs					
Travel for Meetings: Roundtrip Train Ticket & Hotel Expenses; 2 Trips					$ 1,600
Telephone Allowance					-
Other Charges (e.g., Other Miscellaneous Travel Costs, Delivery Charges, etc.)					255
Total Other Direct Costs					$ 1,855
Total Estimated Project Cost					$ 38,600

DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a financial model preparation. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. In the preparation of the scope of services as set forth in this Proposal, Raftelis may rely upon certain assumptions regarding the financing of future capital improvements using external sources of funds such as the issuance of debt and securing loans. These assumptions shall be developed in conjunction with the Village staff and/or the Village's Municipal Financial Advisor. The use of such capital financing assumptions is solely for utility rate and financial

planning purposes only and should not be interpreted as advice regarding the ultimate sizing, timing and the cost of debt capital. These debt-related variables are subject to market conditions, as well as the Village's credit rating at the time of issuance, and advice regarding such terms and conditions shall only be provided by the Village's registered Municipal Financial Advisor. As such the actual terms and conditions associated with the issuance of any future debt may vary from the assumptions used in the rate and financial plan as prepared pursuant to this Proposal. For the services addressed in the scope of work identified for this engagement, no information to be developed by Raftelis will fall under this definition of municipal advice.

By accepting this Proposal and in consideration of an agreement between the Village and Raftelis, the Village acknowledges that Raftelis is not providing advice with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms and conditions and other similar matters concerning financial products or issues and is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing any conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

We appreciate the opportunity to submit this Proposal to the Village to provide consulting services on behalf of the Village. If this Proposal is acceptable, please provide the necessary contractual documents and the notification of acceptance that references this Proposal such that we can initiate the Project. The receipt of notification by the Village will serve as our notice to proceed with the Project.

We appreciate this opportunity to provide utility rate and financial consulting services on behalf of the Village and look forward to working with the Village and you in the near future on the Project.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Joe Williams
Vice President

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 2026

SUBMITTED BY: Andrea Candelaria, Village Manager's Office

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD OF THE PROPOSED ARTWORK BY ARTISTS GUS AND LINA OCAMPOSILVA FROM GUS LINA FINE ART, TO INSTALL THE ART PIECE TITLED "MANGROVE TREE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

SUGGESTED ACTION:

ATTACHMENTS:

RESO- AIPP 152 OCR.docx
GL 152 ST OCR Circle Memo.doc
Attachment A-CTA.pdf
Attachment B-GL Mangrove Tree.pdf
Attachment C AIPP Scoresheets.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD OF THE PROPOSED ARTWORK BY ARTISTS GUS AND LINA OCAMPOSILVA FROM GUS LINA FINE ART, TO INSTALL THE ART PIECE TITLED "MANGROVE TREE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

WHEREAS, on October 1, 2007 the Mayor and Village Council established the Art-in-Public Places Program ("AIPP") via Resolution 07-05, designed to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals; and

WHEREAS, as part of the Village of Palmetto Bay's Code Section 30-160, the related to the AIPP Advisory Board, the SW 152 Street & Old Cutler Road Traffic Circle Call to Artist was advertised from November 2025 until January 2026 on Café.com and received two-hundred and seven (207) applications; and

WHEREAS, the AIPP Advisory Board then summoned a shortlist of four (4) final artists to produce a maquette sample for their proposed art piece and were each paid a $1,500 stipend; and

WHEREAS, at its April 9, 2026 meeting, the AIPP Advisory Board both narrowed down their search with selected artists and conducted their Call to Artist Presentations; and

WHEREAS, the AIPP Advisory Board recommended Gus & Lina Ocamposilva as the artists to install a twenty-one-foot (21') art piece called "Mangrove Tree" ("Proposed Artwork"), which is a powerful symbol of sustainability, resilience, and the paramount importance of conserving our planet Earth; and

WHEREAS, pursuant to 30-160, the associated cost of the Proposed Artwork on SW 152 Street & Old Cutler Road is $185,000 which meets the budgeted amount of the Call to Artist; and

WHEREAS, the AIPP Advisory Board recommends the Village Council, pursuant to Section 30-160, to accept the Proposed Artwork; and

WHEREAS, the Village Council finds that the 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 Village Council hereby accepts and approves the Proposed Artwork by artists Gus & Lina Ocamposilva titled "Mangrove Tree".

Section 3. Effective Date. The Village Council hereby directs the Village Manager to enter contractual negotiations with Gus Lina Fine Art.

Section 4. Effective Date. This resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 4th day of May 2026.

Attest:

_____ _____

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

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

_____

John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council

Date: May 4th, 2026

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner

Re: SW 152 Street & Old Cutler Road Traffic Circle Art Proposal

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD OF THE PROPOSED ARTWORK BY ARTISTS GUS AND LINA OCAMPOSILVA FROM GUS LINA FINE ART, TO INSTALL THE ART PIECE TITLED "MANGROVE TREE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

As part of the Village of Palmetto Bay's Code Section 30-160, Art in Public Places (AIPP) Advisory Board, the SW 152 Street & Old Cutler Road Traffic Circle Call to Artist was advertised from November 2025 until January 2026 on Café.com and received two-hundred and seven (207) applications. The AIPP Advisory Board then summoned a shortlist of four (4) final artists to produce a maquette sample for their proposed art piece and were each paid a $1,500 stipend. On April 9th, 2026, the AIPP Advisory Board both narrowed down their search with selected artists and conducted their Call to Artist Presentations. The AIPP Advisory Board recommended Gus & Lina Ocamposilva as the artists to install a twenty-one-foot (21') art piece called "*Mangrove Tree*", which is a powerful symbol of sustainability, resilience, and the paramount importance of conserving our planet Earth. Pursuant to 30-160, the associated cost of the art piece on SW 152 Street & Old Cutler Road is $185,000, which meets the budgeted amount of the Call to Artist. The AIPP Advisory Board recommends the Village Council, pursuant to Section 30-160, to accept the proposed artwork

RECOMMENDATION:

The Administration as well as the AIPP board recommends that the Mayor and Village Council approve the proposed artwork and resolution.

FISCAL IMPACT:

Because this is a public installation of art that featured a Call to Artist, the AIPP Advisory Board will wage $185,000 out of the AIPP account.

Attachments:

A. SW 152 Street & Old Cutler Road Traffic Circle Call to Artist
B. Gus Lina Fine Art *"Mangrove Tree"* Proposal
C. AIPP Board Member Score Sheets & Totals

Village of Palmetto Bay

Open Call to Artists:

SW 152 Street and Old Cutler Road Traffic Circle



Photo credit: Claudia Dominguez

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234

I. Overview

The Village of Palmetto Bay has a robust Art in Public Places program. In addition to requiring public art or a contribution to the Public Art Fund for all commercial construction projects exceeding $250,000, the Village continuously identifies opportunities for Village initiated public art. The Village, known as the "Village of Parks", is home to some of south Miami-Dade County's most picturesque assets including the historic Charles Deering Estate, Biscayne Bay, and the scenic Old Cutler Road and Trail for bicyclists. Although the proposed traffic circle at SW 152 Street and Old Cutler Road is designed to address traffic, the Village's Art-in-Public Places (AIPP) Advisory Board believes this circle is another opportunity to showcase public art. For reference, the traffic circle will be prohibited from any pedestrian activities.

The location of the Coral Reef Old Cutler Traffic Circle is situated at the intersection of SW 152 Street and Old Cutler Road and is a very popular main road within the Village of Palmetto Bay. Surrounded by stable residential areas, this intersection is used by residents and visitors alike to access local schools, natural and historic sites, and daily destinations. Additionally, these two roads provide connectivity from northern and eastern Miami-Dade County to south Miami-Dade. This intersection serves as a centerpiece for the Village, a place in which unites some of the Village's most prized possessions: Biscayne Bay that offers residents and visitors a tranquil environment for preservation, antique Old Cutler Road that offers a bike path with a rich history, native plants, such as mangroves, that are highly protected in Florida, endangered species of flora and fauna, such as the Pine Rockland, and wildlife that can be found around the area such as fish, birds, and other reptiles. ***The Village wishes for artists to strongly consider these qualities throughout every aspect of a potential art proposal.***







The Village of Palmetto Bay desires to select an artist, or team of artists, who will create an art piece that signifies the Village's commitment to the environment, predominantly because of its proximity to Biscayne Bay. The Village is seeking art that fosters a sense of place within the community, specifically the identity of Palmetto Bay, and enhances the aesthetics of the traffic circle. Through the lens of becoming a more sustainable Village, the art piece should not only reflect the theme of ***environmental stewardship***, but also utilize sustainable materials whenever practical. The artwork proposal should also be free of any water accessory features. The artwork should be appropriate for a public space, resemble the beauty of Palmetto Bay and provide a focal point for this significant intersection.

The Village of Palmetto Bay seeks to identify an artist or artist team who:

- ✓ Has a unique vision for the theme of ***sustainability, resiliency, and conservation***;
- ✓ Can provide an art piece that speaks to the community and provides the identity of Palmetto Bay;
- ✓ Create a piece that will contain enough lighting for drivers and pedestrians;
- ✓ Have the qualification and talent to create artwork that complements the future traffic circle and has a demonstrated track record of working "on-time and in budget".

Proposed Timeline: Contract approval is expected in Spring 2026 with installation in Spring/Summer 2026. This timeline is preliminary and contingent on the selection process, proposed art creation and traffic circle construction.

Deadline Date: Friday, January 30th, 2026, 5:00 PM (EST)

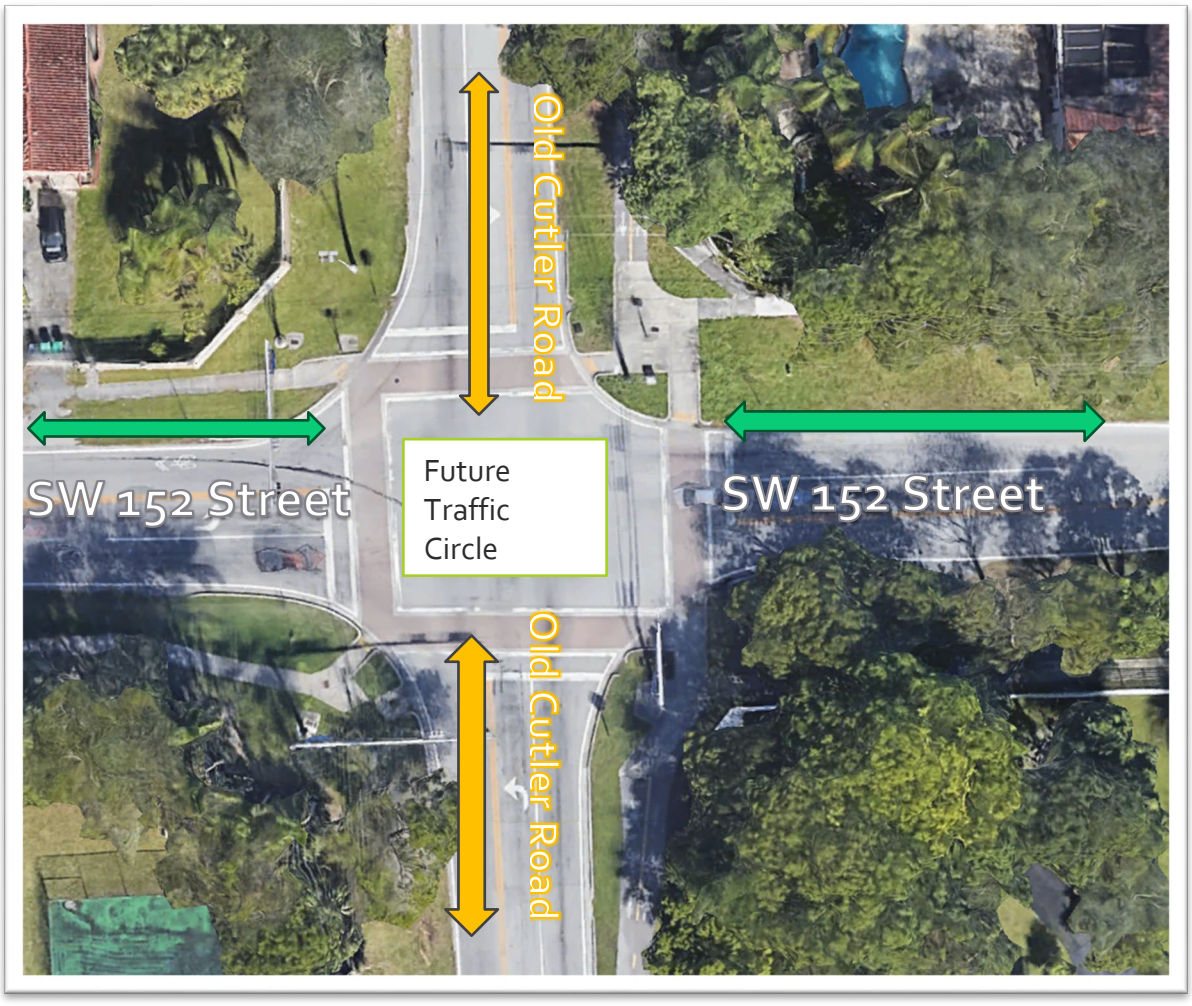
Project Budget: Budget: $185,000.

II. Traffic Circle Scope

The project location is at the intersection of Old Cutler Road and SW 152 Street and Old Cutler Road. This intersection is part of a larger Miami-Dade County initiative to create roundabouts with sidewalks, curbs and gutters, storm drainage systems, irrigation, pavement markings, signage, and roadway lighting.

This project, through infrastructure investments, will improve mobility, ensure public health and safety, while protecting and enhancing the environment. The project was designed by Miami-Dade County and the County is responsible for the construction implementation and timeline. The County hopes to have this project completed by Winter 2025.

III. Location Plan



SW 152 Street and Old Cutler Traffic Circle

IV. Eligibility:

This opportunity is open to all artists, both emerging and established artists, individuals and artist-led teams, and artists working with a wide variety of mediums, who have completed projects for private clients, public agencies or for grassroots/community projects. Artist teams of any size may apply. While this Call is a national search, we highly encourage local artists to also apply. Women, minorities, and veterans are encouraged to apply. Prior Public Art experience is not a requirement. The Village reserves the right to reject all submittals.

V. Selection Process:

The selection process will include a preliminary review by the Village Manager's Office, a review and recommendation to the Village Council by the AIPP Advisory Board, and a final selection by the Village Council. Based on the quantity and caliber of submissions, the selection process will be further refined.

VI. Application Process

A complete application consists of the following four items. Please be sure to clearly state name, address, email, phone, and website on all documents. All documents must be submitted electronically as PDFs.

- **Brief Artist Statement**
  - Maximum length one (1) page describe your medium, approach to your work and highlight any specific experience or collaborations that you feel may align with the proposed scope of work.
  - If you are applying as a team, include a one (1) page Artist Statement for all team members.

- **Professional CV/Resume**
  - Maximum length two (2) pages
  - If you are applying as a team, include resumés for all team members (Maximum length of each resume is two (2) pages.

- **Digital Images**
  - Include up to 10 images (no fewer than 6) of completed art works or projects.
  - If you are applying as a team, include images of projects that your team has previously collaborated on. If you have not collaborated, include images of projects from each team member that best illustrates the type of project or approach for this project. This submission is limited to 10 images total for a team.

- Each image should include the following information:
  - Budget
  - Title of Work
  - Medium
  - Dimensions
  - Date of Work
  - Current location
  - 1-2 sentences of explanatory text

HOW TO SUBMIT:
Submit the above materials by Friday, January 30th, 2026 5:00 PM (EST) on CAFÉ.com

PLEASE NOTE: that mailed and emailed submissions will not be accepted. Materials must be submitted electronically on Café.com by Friday, January 30th, 2026 5:00 PM (EST).

For additional information contact:
Andrea Candelaria
Sustainability & Resiliency Planner
305-259-1238

Attachments:
- **Complete Call to Artist (pdf)**
- **Typical Section Plan (TSP), Roadway Plan (RP), Signage and Pavement Marking Plan (SPMP), Lighting Plan (LP) (all combined, abbreviated attachment as "TSP, RP, SPMP, LP")**



“Mangrove Tree”

SW 152 St & Old Cutler Rd Traffic Circle
Site Specific Artwork

by

Gus and Lina

www.GusLina.com
Ph: 727-804-2693
GusLinaFineArt@hotmail.com

1513

We drew inspiration for developing our proposal from the majesty and resilience of mangrove trees.







Our project is named **“Mangrove Tree”**, inspired by one of the most vital ecosystems on Earth. The mangrove tree acts as the guardian of coastal forests. This tree captures vast quantities of carbon, thereby helping to mitigate the greenhouse gases that drive climate change. Mangroves protect coastlines from rising sea levels and storms—such as hurricanes—safeguarding approximately 15 million people from flooding each year, facilitating coastal regeneration, and preventing damages exceeding $65 million. Furthermore, it is the only tree species capable of growing directly within the ocean. Florida is home to 15% of the world's mangroves, and—naturally—the Palmetto Bay area harbors a significant portion of Florida's mangrove population.



We have divided our project into two distinct sections: The underwater component and the surface-level component.

As you can observe, the concrete slab represents the underwater realm—the zone where the majority of the mangrove roots reside and where diverse wildlife species, such as fish, crabs, crocodiles, turtles and others, feed.

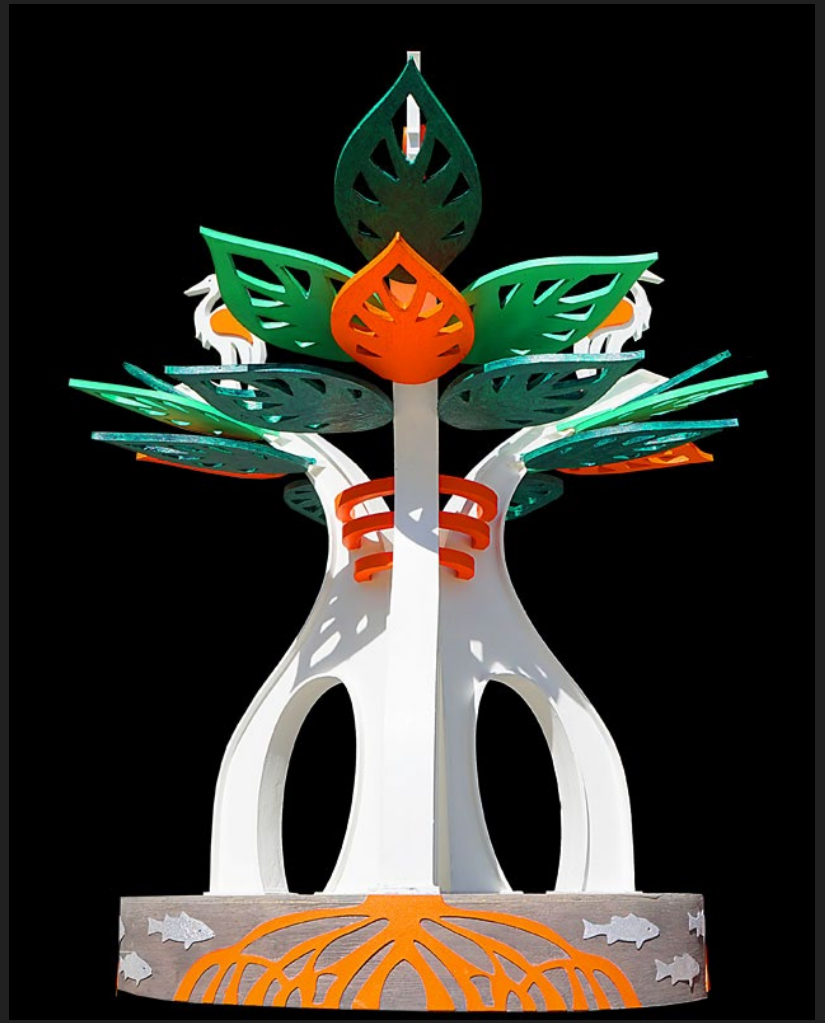
The upper section—where these beautiful roots re-emerge to lend structural strength to the tree—serves as a feeding and nesting ground for a wide variety of birds, here represented by the Egrets; thus transforming this tree into a fully interconnected ecosystem.

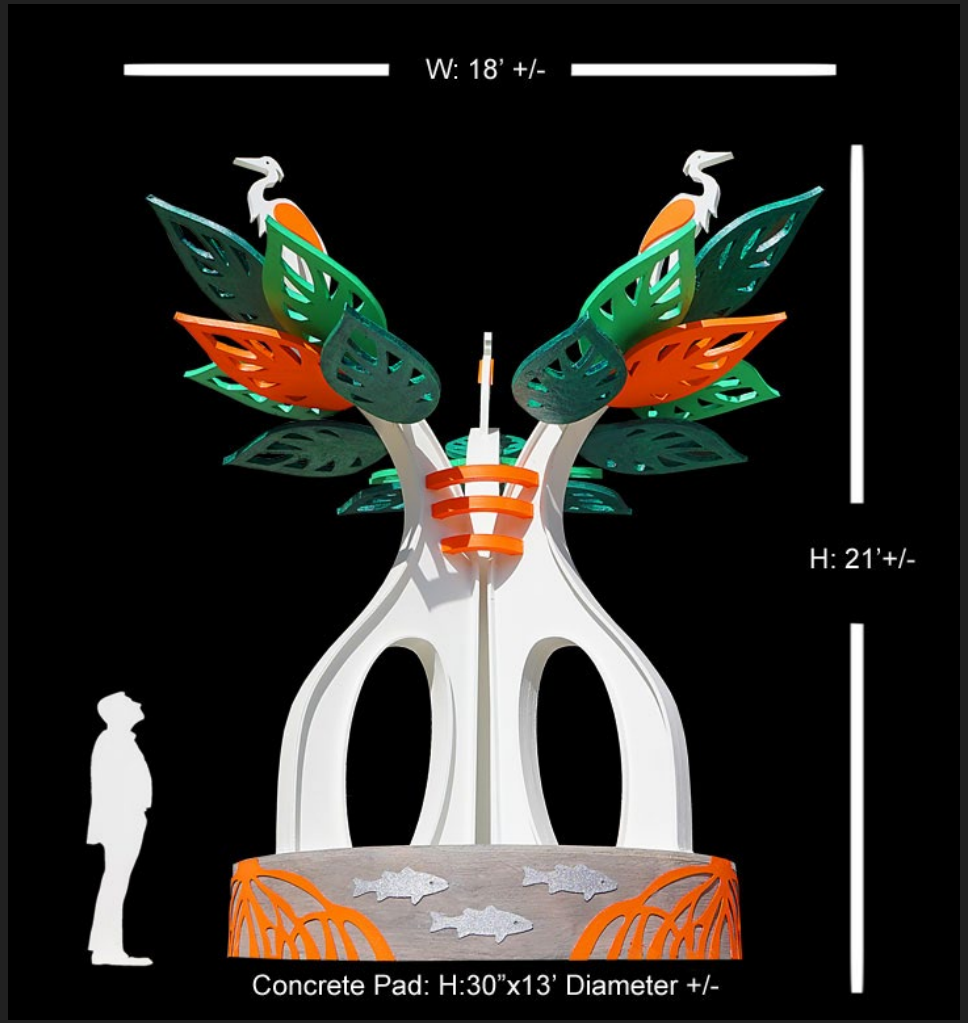


Through this site specific proposal, we aim to symbolize the critical importance of one of Earth's most vital ecosystems right here in Palmetto Bay: **The Mangrove Tree.**

Our vision is for the busy intersection of SW 152 St & Old Cutler Rd Traffic Circle to become a gateway to Biscayne National Park, marked by this beautiful sculpture that pays tribute to the invaluable mangrove tree—a natural sentinel inhabiting this region and safeguarding the city of Palmetto Bay.

The message conveyed through our proposal is that this tree stands as a powerful symbol of sustainability, resilience, and the paramount importance of conserving our planet Earth.




W: 18’ +/-
H: 21’+/-
Concrete Pad: H:30”x13’ Diameter +/-

Materials and Finishes:

Aluminum:
The sculpture will be constructed using Aluminum sheet:
Very good corrosion resistance. **It will not rust**

Stainless steel:
washers, nuts, concrete anchors: Stainless steel does not corrode, rust or stain with water as ordinary steel does.

Powder coating:
It provides a durable and attractive finish.



Installation Method:

Using a crane or forklift, the artwork will be bolted to the concrete pad using stainless steel concrete anchors.





1520

Maintenance Plan and Recommendations:

- The quality of the workmanship, design and the strict engineering standards of the artwork assure public safety, durability and low maintenance.

- If the artwork gets dusty it can be cleaned just with soap and water under low pressure.








Timeline: once the first payment is received and permits approved, it will take us up to nine months to install. If a specific date is needed we will work with the City's schedule.

Budget: $185.000. (Artists fee, materials, fabrication, concrete pad, solar panels LED lights, delivery, installation.)





We have more than 40 Permanent Monumental Art Projects commissioned nationwide:

- Parks & Avenues
- Public Libraries
- Roundabouts
- Sports Complex
- Wall
- Commercial
- Private commissions.

Clearwater, FL



Washington, DC





Jacksonville, FL



Las Vegas, NV



Suwannee, GA





Sunrise, FL



Hilton Head Island, SC





North Miami, FL



Greeley, CO



Chicago, IL



New York, NY



Palmetto Bay, FL

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet							
Curtis Pittman							
Criteria	Points Allowed	Points Allotted G. Traczyk	Points Allotted P. Rodriguez	Points Allotted S. Feldman	Points Allotted R. Cohen	Points Allotted P. Gorman	Notes
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	9	8	10	10	
Reflection of enduring artistic concepts	10	10	10	9	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	6	7	8	9	
Appropriateness to the site	10	10	10	8	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	10	6	10	9	
Quality of the artwork	10	10	10	7	10	10	
Maintenance requirements	10	10	9	8	10	8	
Likelihood that artist can successfully complete the work within the available funding	10	10	9	8	10	10	
Diversity of work already acquired by the Village	10	10	10	9	10	9	
TOTAL	90	90	83	70	88	85	83.2
							416

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet							
Gus Lina Ocampo							
Criteria	Points Allowed	Points Allotted G. Traczyk	Points Allotted P. Rodriguez	Points Allotted S. Feldman	Points Allotted R. Cohen	Points Allotted P. Gorman	Notes
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	10	10	10	10	
Reflection of enduring artistic concepts	10	9	10	9	7	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	10	9	10	10	
Appropriateness to the site	10	10	10	9	10	8	
Permanence of the work in light of environmental conditions at the site	10	10	10	7	8	9	
Quality of the artwork	10	9	10	8	10	10	
Maintenance requirements	10	10	10	7	10	7	
Likelihood that artist can successfully complete the work within the available funding	10	10	9	9	10	9	
Diversity of work already acquired by the Village	10	10	10	10	10	8	
TOTAL	90	88	89	78	85	81	84.2
							421

1535

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet							
Hunter Brown							
Criteria	Points Allowed	Points Allotted G. Traczyk	Points Allotted P. Rodriguez	Points Allotted S. Feldman	Points Allotted R. Cohen	Points Allotted P. Gorman	Notes
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	6	9	9	10	
Reflection of enduring artistic concepts	10	9	10	10	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	9	6	7	8	9	
Appropriateness to the site	10	10	6	10	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	10	10	10	9	
Quality of the artwork	10	10	10	10	10	10	
Maintenance requirements	10	10	7	7	10	9	
Likelihood that artist can successfully complete the work within the available funding	10	10	10	10	10	10	
Diversity of work already acquired by the Village	10	10	8	7	10	10	
TOTAL	**90**	**88**	**73**	**80**	**87**	**86**	**82.8**
							414

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet							
Michael Szabo							
Criteria	Points Allowed	Points Allotted G. Traczyk	Points Allotted P. Rodriguez	Points Allotted S. Feldman	Points Allotted R. Cohen	Points Allotted P. Gorman	Notes
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	6	7	6	10	
Reflection of enduring artistic concepts	10	10	10	7	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	6	8	7	10	
Appropriateness to the site	10	10	7	7	10	8	
Permanence of the work in light of environmental	10	10	10	8	10	10	
Quality of the artwork	10	10	10	9	10	10	
Maintenance requirements	10	10	8	9	10	10	
Likelihood that artist can successfully complete the	10	10	10	10	10	10	
Diversity of work already acquired by the Village	10	9	4	6	7	8	
TOTAL	**90**	**89**	**71**	**71**	**80**	**85**	**79.2**
							396

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Hunter Brown			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	9	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	
Maintenance requirements	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	10	
TOTAL	**90**	0	
Reviewer Name/Signature:		88	
Date: 4/9/21			

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Michael Szabo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	
Maintenance requirements	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	9	
TOTAL	**90**	**0**	
Reviewer Name/Signature:		89	
Date: 4/9/26			

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Gus Lina Ocampo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	9	
Maintenance requirements	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	10	
TOTAL	**90**	0 88	
Reviewer Name/Signature:			
Date: 4/9/26			

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Curtis Pittman			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	
Maintenance requirements	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	10	
TOTAL	90	0	
Reviewer Name/Signature: Mary Trunk		90	
Date: 4/9/26			

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Hunter Brown			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	9	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	9	
Quality of the artwork	10	10	
Maintenance requirements	10	9	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	10	
TOTAL	90	86	
Reviewer Name/Signature:	Pamela Gorman	PAMELA GORMAN	
Date:	4/9/2025		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Michael Szabo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	
Appropriateness to the site	10	8	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	
Maintenance requirements	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	8	
TOTAL	**90**	85	
Reviewer Name/Signature: Pamela Gorman PAMELA GORMAN			
Date: 4/9/2025			

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Gus Lina Ocampo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	
Appropriateness to the site	10	8	
Permanence of the work in light of environmental conditions at the site	10	9	
Quality of the artwork	10	10	
Maintenance requirements	10	7	
Likelihood that artist can successfully complete the work within the available funding	10	9	
Diversity of work already acquired by the Village	10	8	
TOTAL	**90**	81	
Reviewer Name/Signature: Pamela Gorman PAMELA GORMAN			
Date: 4/9/2026			

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Curtis Pittman			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	9	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	9	
Quality of the artwork	10	10	
Maintenance requirements	10	8	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	9	
TOTAL	**90**	~~86~~ 85	
Reviewer Name/Signature:	Pamela Gorman PAMELA GORMAN		
Date:	4/9/2026		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Michael Szabo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	7	
Reflection of enduring artistic concepts	10	7	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	8	
Appropriateness to the site	10	7	
Permanence of the work in light of environmental conditions at the site	10	8	
Quality of the artwork	10	9	
Maintenance requirements	10	9	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	6	
TOTAL	**90**	71 0	
Reviewer Name/Signature:	Susan Feldman		
Date:	4/9/2026		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Hunter Brown			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	9	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	7	
Appropriateness to the site	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	
Maintenance requirements	10	7	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	7	
TOTAL	**90**	80	
Reviewer Name/Signature:	Susan Feldman		
Date:	4/9/2026		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Gus Lina Ocampo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	
Reflection of enduring artistic concepts	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	9	
Appropriateness to the site	10	9	
Permanence of the work in light of environmental conditions at the site	10	7	
Quality of the artwork	10	8	
Maintenance requirements	10	7	
Likelihood that artist can successfully complete the work within the available funding	10	9	
Diversity of work already acquired by the Village	10	10	
TOTAL	**90**	78 0	
Reviewer Name/Signature:	Susan Feldman		
Date:	4/9/2026		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Curtis Pittman			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	8	
Reflection of enduring artistic concepts	10	9	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	7	
Appropriateness to the site	10	8	
Permanence of the work in light of environmental conditions at the site	10	6	
Quality of the artwork	10	7	
Maintenance requirements	10	8	
Likelihood that artist can successfully complete the work within the available funding	10	8	
Diversity of work already acquired by the Village	10	9	
TOTAL	**90**	70 0	
Reviewer Name/Signature:	Susan Feldman		
Date:	4/9/2026		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Michael Szabo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	6	Single plant
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	6	Doesn't
Appropriateness to the site	10	7	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	looking for color
Maintenance requirements	10	8	
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	4	very similar
TOTAL	**90**	**0**	
Reviewer Name/Signature:	Patsy Rodriguez		
Date:	4/6/26		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Hunter Brown			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	6	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	6	Abstract
Appropriateness to the site	10	6	
Permanence of the work in light of environmental conditions at the site	10	10	
Quality of the artwork	10	10	
Maintenance requirements	10	7	reflective surfaces
Likelihood that artist can successfully complete the work within the available funding	10	10	
Diversity of work already acquired by the Village	10	8	
TOTAL	**90**	0	
Reviewer Name/Signature:	Patsy Rodriguez		
Date:	4/8/26		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Gus Lina Ocampo			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	Tells a story
Reflection of enduring artistic concepts	10	10	Good balance of color
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	10	Environmental Diversity
Appropriateness to the site	10	10	Colors work well
Permanence of the work in light of environmental conditions at the site	10	10	History of Public Works
Quality of the artwork	10	10	Enough to peak interest - not distracted
Maintenance requirements	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	9	
Diversity of work already acquired by the Village	10	10	
TOTAL	**90**	0	
Reviewer Name/Signature:	Patty Rodriguez		
Date:	4, 8, 26		

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet			
Curtis Pittman			
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	9	
Reflection of enduring artistic concepts	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	6	
Appropriateness to the site	10	10	Good height
Permanence of the work in light of environmental conditions at the site	10	10	The winds will blow through
Quality of the artwork	10	10	
Maintenance requirements	10	9	
Likelihood that artist can successfully complete the work within the available funding	10	9	your Team work, is commendable
Diversity of work already acquired by the Village	10	10	
TOTAL	**90**	78 0	
Reviewer Name/Signature: Patsy Rodriguez			
Date: 4/8/21			

1. CURTIS PITTMAN 3 GUS LINA 2. HUNTER BROWN 4. MICHAEL SZABO

Art in Public Places Advisory Board Updated SW 152 Street & Old Cutler Road Art Selection Score Sheet						
		Artist #1	Artist #2	Artist #3	Artist #4	
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Points Allotted	Notes
Reflects theme of Call to Artist: sustainability, resiliency and conservation	10	10	10	9	6	
Reflection of enduring artistic concepts	10	10	7	10	10	
Reflection of cultural and ethnic diversity of the Village, including the identity of Palmetto Bay	10	8	10	8	7	
Appropriateness to the site	10	10	10	10	10	
Permanence of the work in light of environmental conditions at the site	10	10	8	10	10	
Quality of the artwork	10	10	10	10	10	
Maintenance requirements	10	10	10	10	10	
Likelihood that artist can successfully complete the work within the available funding	10	10	10	10	10	
Diversity of work already acquired by the Village	10	10	10	10	7	
TOTAL	90	0 88	0 85	0 87	0 80	
Reviewer Name/Signature: RICHARD COHEN						
Date: 4/9/26						

58 ABSTRACT BUT IDENTIFYABLE ELEMENTS

WORKS W SETTING & SKY

I UNDERSTAND HIS THINKING WILL THE COUNCIL??

LOCAL FACILITY? FROM WASHINGTON STATE

58 MORE IDENTIFYABLE BUT TOO

KITCHY - DISNEY LIKE

TOO MUCH TOO BUSY FOR SITE

58 TOO ABSTRACT FOR COUNCIL ?

MY FAVORITE?

ANNUAL CLEANING RECC

57 TOO ABSTRACT FOR COUNCIL OVERLY SIMPLE FOR THEME

NICE CONCEPTS

MANGROVE SEEDLING INSPIRERED

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 2026
SUBMITTED BY:	Nick Marano, 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, FORMALLY REQUESTING THAT MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS EVALUATE AND IMPLEMENT APPROPRIATE TRAFFIC CONTROL AND CALMING MEASURES ON SW 87TH AVENUE IN CONNECTION WITH THE OPENING OF THE SW 87TH AVENUE BRIDGE; DIRECTING THE VILLAGE MANAGER TO TRANSMIT THIS RESOLUTION AND ADVOCATE FOR ITS IMPLEMENTATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Resolution SW87 Traffic Calming.docx

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, FORMALLY REQUESTING THAT MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS EVALUATE AND IMPLEMENT APPROPRIATE TRAFFIC CONTROL AND CALMING MEASURES ON SW 87TH AVENUE IN CONNECTION WITH THE OPENING OF THE SW 87TH AVENUE BRIDGE; DIRECTING THE VILLAGE MANAGER TO TRANSMIT THIS RESOLUTION AND ADVOCATE FOR ITS IMPLEMENTATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, SW 87th Avenue is a County-maintained roadway within the corporate limits of the Village of Palmetto Bay, and jurisdiction over traffic control, roadway design, and traffic calming measures on that roadway rests exclusively with Miami-Dade County Department of Transportation and Public Works (DTPW); and

WHEREAS, the SW 87th Avenue bridge over the C-100 Canal is anticipated to open in May 2025, establishing a new north-south connection that will materially increase traffic volumes along SW 87th Avenue through and adjacent to residential neighborhoods; and

WHEREAS, existing traffic patterns along SW 87th Avenue and at adjacent intersections already contribute to cut-through traffic in surrounding residential neighborhoods, and the opening of the bridge is expected to exacerbate those conditions; and

WHEREAS, the Village, acting as a concerned municipal partner, has formally requested that Miami-Dade County evaluate and address traffic impacts along SW 87th Avenue in advance of the bridge opening; and

WHEREAS, DTPW has indicated its preference to allow the bridge to open and thereafter conduct a traffic study over a period of at least ninety (90) days before determining what, if any, traffic calming measures to implement; and

WHEREAS, the Village Council is concerned that a reactive, post-opening approach will result in predictable and preventable harm to residential neighborhoods, as motorists encountering delay or congestion along SW 87th Avenue will divert through adjacent residential streets, degrading neighborhood safety and quality of life before the County's study period concludes; and

WHEREAS, the Village Council finds that this Resolution is consistent with the Miami-Dade County Countywide Transportation Master Plan as well as the Miami-Dade County Strategic Plan, including but not limited to the Public Safety, Transportation & Mobility, and General Government sections of the County Strategic Plan; and

WHEREAS, the Village Council finds it in the best interest of the community and consistent with responsible transportation planning to formally call upon Miami-Dade County to act proactively to evaluate and implement appropriate traffic control and calming measures prior to the bridge opening, and to conduct a comprehensive traffic study following the opening to evaluate additional needs.

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 herein.

Section 2. The Mayor and Village Council hereby formally request that Miami-Dade County Department of Transportation and Public Works evaluate traffic conditions along SW 87th Avenue in connection with the anticipated bridge opening and implement appropriate traffic control and calming measures prior to and following the opening of the SW 87th Avenue bridge.

Section 3. The Village Council further requests that DTPW conduct a comprehensive traffic study following the bridge opening to evaluate traffic patterns, volumes, and impacts on the surrounding residential network, and to identify any additional measures warranted by observed conditions.

Section 4. The Village Manager is hereby directed to transmit a certified copy of this Resolution to the Miami-Dade County Mayor, the Miami-Dade Board of County Commissioners, and the Director of DTPW. The Village Manager is also hereby directed to advocate on behalf of the Village Council for the timely implementation of the measures described in Section 2. The Village Manager shall report to the Village Council on the status of DTPW's response and any actions taken by the County.

Section 5. The Village Manager shall keep residents informed of the status of the County's response and any actions taken, and shall facilitate opportunities for resident input to be conveyed to the County as part of the advocacy effort.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of _____ 2025.

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.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	May 4, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Voter Fatigue CRC Amendments

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village of Palmetto Bay Charter serves as the foundational governing document for the Village, establishing its structure, powers, and responsibilities; and

WHEREAS, any amendments to the Charter should be presented to voters in a manner that is clear, transparent, and conducive to informed decision-making; and

WHEREAS, the Village is considering placing a significant number of proposed Charter amendments on a single ballot; and

WHEREAS, an extensive and complex ballot may lead to voter confusion, fatigue, and reduced comprehension of individual ballot questions; and

WHEREAS, voter fatigue may result in incomplete ballots, uninformed voting, or unintended outcomes that do not reflect the true will of the residents; and

WHEREAS, it is the responsibility of the Mayor and Village Council to ensure that the electoral process is accessible, understandable, and respectful of voters' ability to make informed choices; and

WHEREAS, best practices in municipal governance encourage the thoughtful pacing and clear presentation of Charter amendments, including consideration of grouping, sequencing, or limiting the number presented at any one time; and

WHEREAS, The Mayor and Village Council recognize that all parties share the common goal of ensuring that any changes to the Charter reflect the informed will of the community.

WHEREAS, providing residents with sufficient time, education, and outreach regarding proposed Charter changes strengthens public trust and civic engagement.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

Section 2. The Mayor and Village Council hereby express concern that placing a large number of Charter amendments on a single ballot may create unnecessary voter confusion and fatigue, potentially undermining the integrity of the decision-making process.

Section 3. The Mayor and Village Council urge that Charter amendments be presented in a manner that promotes clarity and voter understanding, including consideration of limiting the number of amendments per election cycle, grouping related items where appropriate, and ensuring plain-language explanations.

Section 4. The Village affirms its commitment to robust public education, outreach, and engagement to ensure residents fully understand the implications of any proposed Charter amendments prior to voting.

Section 5. The Village Manager and Village Clerk are hereby directed to provide this Resolution to the Charter Revision Commission and any relevant advisory bodies for consideration in their deliberations.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and **ADOPTED** this 4th day of May 2026.

Attest:

_____ _____

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

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

_____

John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: May 4, 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, DENOUNCING RACISM AND ANTISEMITISM IN ANY FORM; URGING THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY TO DISCIPLINE STUDENTS WHO ENGAGED IN RACIST AND ANTISEMITIC REMARKS THROUGH A GROUP CHAT; ENCOURAGING THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY TO PROVIDE RACISM AND ANTISEMITISM AWARENESS AND SENSITIVITY TRAINING FOR SAID STUDENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-FIU group chat

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DENOUNCING RACISM AND ANTISEMITISM IN ANY FORM; URGING THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY TO DISCIPLINE STUDENTS WHO ENGAGED IN RACIST AND ANTISEMITIC REMARKS THROUGH A GROUP CHAT; ENCOURAGING THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY TO PROVIDE RACISM AND ANTISEMITISM AWARENESS AND SENSITIVITY TRAINING FOR SAID STUDENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE PRESIDENT OF FLORIDA INTERNATIONAL UNIVERSITY; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, the Village of Palmetto Bay is located within Miami-Dade County, Florida, which is home to residents from a wide range of racial, ethnic, and religious backgrounds; and

WHEREAS, the Village Council of the Village of Palmetto Bay ("Village Council") denounces all forms of racism and antisemitism; and

WHEREAS, it was recently discovered that a group chat made up, at least in part, of students from Florida International University ("FIU") engaged in, *inter alia*, racist and antisemitic discussions; and

WHEREAS, while the Village Council supports broad First Amendment speech rights, it does not condone racist or antisemitic statements, particularly when combined with potential threats of violence; and

WHEREAS, the Village Council understands that to date, none of the FIU students engaged in the racist or antisemitic behavior have been disciplined by FIU; and

WHEREAS, the Village Council believes that racist and antisemitic statements have no place in American society and serve to undermine the democracy upon which our government is based; and

WHEREAS, the Village Council believes that university students engaged in such discussions should be disciplined; and

WHEREAS, the Village Council believes that university students engaged in such discussions should also be provided with racism and antisemitism awareness and sensitivity training.

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 herein.

Section 2. The Mayor and Village Council hereby affirms its belief that racist and antisemitic statements have no place in American society and serve to undermine the democracy upon which our government is based; encourages the President of FIU, Jeanette N. Nuñez ("President Nuñez"), to discipline any and all students who engaged in the racist and antisemitic group chat discussions; and encourages President Nuñez to provide racism and antisemitism awareness and sensitivity training to said students.

Section 3. The Village Clerk is hereby directed to transmit a copy of this Resolution to President Nuñez.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 4th day of May 2026.

Attest:

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

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

_____

John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____